

IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)

THE MISSISSIPPI BAR

FILED

COMPLAINANT

V.

MAY 10 2024

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

FORMAL COMPLAINT

COMES NOW, the Mississippi Bar and files this Formal Complaint in accordance with the Rules of Discipline for the Mississippi State Bar ("MRD") against Vanessa J. Jones ("Ms. Jones"), and in support thereof, would show unto the Complaint Tribunal the following, to wit:

JURISDICTION AND PARTIES

1. At all relevant times in this Formal Complaint, Ms. Jones was a member of the Mississippi Bar and subject to the disciplinary jurisdiction of the Supreme Court of Mississippi and its designated agencies. Ms. Jones may be served with process at her last known address of 6088 U.S. Highway 49, Hattiesburg, Mississippi 39401, or wherever she may be found.

2. This Formal Complaint is filed pursuant to directives from the Mississippi Bar's Committee on Professional Responsibility to The Mississippi Bar's General Counsel as contemplated by Rule 7(b)(iii), MRD.

UNDERLYING FACTS AND ALLEGATIONS

3. On or about March 16, 2022, Mike Mackie of High Rise Financial, LLC (“High Rise Financial”) filed an informal [Bar] complaint (“Informal Complaint”) against Ms. Jones alleging that she failed to safekeep property and properly pay liens regarding settlement proceeds from a client’s personal injury claim. A copy of this Informal Complaint (with attachments) is attached hereto as **Exhibit 1**.

4. On or about May 24, 2018, Candise Hill (hereinafter “Ms. Hill”) retained Ms. Jones to represent her in a personal injury matter arising from a May 15, 2018, automobile accident. That same day Ms. Hill and Ms. Jones signed a “Retainer Agreement,” a copy of which is attached hereto as **Exhibit 2**.

5. Page one of the Retainer Agreement provides in part that “It is understood and agreed that if subrogated claim(s) by third parties exist resulting from said accident, said attorney shall hold the same in trust and tender sums directly to said third parties from the settlement proceeds.”

6. On or about June 14, 2018, Ms. Hill and High Rise Financial entered into a “Nonrecourse Purchase Agreement” (“Purchase Agreement”), a copy of which is attached hereto as **Exhibit 3**. Under the terms of the Purchase Agreement, High Rise Financial paid Ms. Jones \$2,000.00 in exchange for a contingent right to a portion of the proceeds from her personal injury claim. High Rise Financial’s ownership interest in the claim was on a sliding scale; contingent on whether Mr. Jones recovered anything on her claim, and when.

7. The Purchase Agreement sets forth this sliding scale and provides in relevant part the following:

Purchaser:	High Rise Financial
Seller:	Candise Hill
Purchase Price:	\$2,000.00

Start Date		End Date	High Rise Financial Ownership Amount
06/18/2018	to	12/18/2018	\$3,000.00
12/19/2018	to	06/18/2019	\$3,598.00
06/19/2019	to	09/18/2019	\$4,500.00
09/19/2019	to	12/18/2019	\$5,000.00
12/19/2019	to	06/18/2020	\$5,500.00
06/19/2020	to	12/18/2020	\$6,500.00
12/19/2020	to	06/18/2021	\$7,000.00

Additional Fees:

(1) Payment Delivery Fee: \$0-\$149. See page 3 for exact amount.

(2) Application and/or underwriting fees: \$200 (10% of Purchase Price to Seller)

SELLER (CANDISE HILL) EXPLICITLY AFFIRMS THAT THE LEGAL CLAIM(S) REFERENCED HEREIN WAS BROUGHT IN GOOD FAITH, PREDATES THIS PURCHASE AGREEMENT, AND THAT NO PART OF THE PURCHASE PRICE WILL BE USED TO SUPPORT, DIRECT OR MAINTAIN THE LEGAL CLAIM(S) OR ITS PROSECUTION.

IF SELLER (CANDISE HILL) COMPLIES WITH THIS PURCHASE AGREEMENT AND RECOVERS NOTHING FROM THE LEGAL CLAIM(S) CITED BELOW, THEN PURCHASER (HIGH RISE FINANCIAL) SHALL RECEIVE NOTHING. SELLER (CANDISE HILL) IS NOT ENTITLED TO RECEIVE ANY PROCEEDS UNTIL PURCHASER (HIGH RISE FINANCIAL) HAS RECEIVED THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT.

8. On June 14, 2018, Ms. Hill signed an "Irrevocable Letter of Direction" ("Letter of Direction") addressed to Ms. Jones, a copy of which is attached hereto as **Exhibit 4**. The Letter of Direction provides in part the following: "PLEASE BE ADVISED THAT UNDER NO CIRCUMSTANCES MAY YOU, SELLER'S ATTORNEY [Ms. Jones], DISBURSE THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT TO ME [Ms. Hill], OR ANY OTHER INDIVIDUALS,

OR ENTITIES WITHOUT FIRST SATISFYING HIGH RISE FINANCIALS' OWNERSHIP [SIC] AMOUNT."

9. On or about June 15, 2018, Farm Bureau (insurer for the at-fault motorist) issued a \$5,000.00 check payable to Ms. Hill and Ms. Jones' firm for medical expenses under the MedPay provision of the insured's policy.

10. On June 18, 2018, Ms. Jones executed the "Attorney Acknowledgement" portion of the Letter of Direction, **Exhibit 4**.

11. Under the Attorney Acknowledgement, Ms. Jones agreed to: (1) place all settlement funds in her firm's trust account; (2) make required disbursements through that account; and (3) inform High Rise Financial upon settlement of Ms. Hill's legal claim and request a payoff amount.

12. On or about June 20, 2018, Ms. Jones deposited Farm Bureau's \$5000 check into her firm's trust account.

13. On or about June 21, 2018, Ms. Jones disbursed \$3500 from the trust account to Ms. Hill via check #3260.

14. On June 29, 2018, Ms. Jones distributed \$1500 from the trust account to herself via check #3265. According to Ms. Jones, this \$1500 disbursement was reimbursement for \$1500 she had previously advanced Ms. Hill for medical expenses.

15. In June 2018, Ms. Hill settled her personal injury claim arising from the May 15, 2018, automobile accident.

16. On or about July 30, 2018, Farm Bureau issued a \$45,000.00 check payable to Ms. Hill and Ms. Jones' firm as part of the settlement.

17. Ms. Jones failed to inform High Rise Financial of the settlement.

18. On August 6, 2018, Ms. Jones deposited Farm Bureau's \$45,000 check into her firm's trust (IOLTA) account. That same day, Ms. Jones issued a check payable to Ms. Hill in the amount of \$30,000.00. Ms. Jones retained \$15,000 of the settlement proceeds as attorneys' fees she claims that she earned in the representation, as set forth in the Settlement Statement she prepared. A copy of this Settlement Statement is attached hereto as **Exhibit 5**.

19. The IOLTA records show that Ms. Jones failed to distribute any funds to High Rise Financial, as previously instructed by Ms. Hill. A copy of the August 2018 IOLTA statement is attached hereto as **Exhibit 6**.

20. Ms. Jones argues that Paragraph 4.1 of the Purchase Agreement made High Rise Financial's lien subordinate to claims for attorneys' fees and medical expenses.

21. Paragraph 4.1 of the Purchase Agreement provides, in its entirety, the following:

SECTION 4. DELIVERY OF THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT AND PRIORITY

4.1 Priority of Delivery to Purchaser . Seller shall not be entitled to receive any Proceeds until Purchaser has received the High Rise Financial Ownership Amount. If the Proceeds are insufficient to pay the High Rise Financial Ownership Amount in full, Purchaser shall receive all of the Proceeds, subordinate only to attorneys' fees and costs and related medical liens. If Seller complies with the terms of this Purchase Agreement in their entirety and recovers nothing from the Legal Claim(s), then Purchaser shall receive nothing. See also Section 2.1.

22. The IOLTA account bank records for Ms. Jones' firm for the months of July 2018 through January 2023 show multiple personal and/or business expenses improperly paid from the trust account.

23. Ms. Jones has admitted to disbursing funds from the trust account for business and personal expenses, including but not limited to payments to family members, contract employees, and a restaurant owned by Ms. Jones.

24. In January 2023, Ms. Jones closed the trust account, stating that someone hacked into the account and withdrew funds on two separate occasions. Ms. Jones failed to report these incidents to the Mississippi Bar

VIOLATIONS OF THE MISSISSIPPI RULES OF PROFESSIONAL CONDUCT

25. Ms. Jones has violated the following provisions of the Mississippi Rules of Professional Conduct (hereinafter "MRPC"), as adopted by the Supreme Court of Mississippi at the time of the misconduct:

- a. Rule 1.15(a), MRPC, which provides that a lawyer shall hold clients' and third persons' property separate from the lawyer's own property. Funds shall be kept in a separate trust account maintained in the state where the lawyer's

office is situated, or elsewhere with the consent of the client or third person. Other property shall be identified as such and appropriately safeguarded. Complete records of such trust account funds and other property shall be kept and preserved by the lawyer for a period of seven years after termination of the representation.

- b. Rule 1.15(b), MRPC, which provides that upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.
- c. Rule 1.15(j), MRPC, which provides that a lawyer generally may not use, endanger, or encumber money held in trust for a client or third person without the permission of the owner given after full disclosure of the circumstances.
- d. Rule 8.4(a), MRPC, which provides that it is professional misconduct for a lawyer to violate or attempt to violate the rules of professional conduct, knowingly assisting or inducing another to do so, or doing so through the acts of another.

26. Ms. Jones's conduct alleged and described herein violates the Mississippi Rules of Professional Conduct and warrants the imposition of discipline.

27. Pursuant to MRD Rule 26, Ms. Jones is liable to the Mississippi Bar for the costs and expenses incurred in the investigation of the Informal Complaint in the amount of thirty and 00/100 dollars (\$30.00), as well as the costs and expenses of the litigation of this Formal Complaint.

WHEREFORE, PREMISES CONSIDERED, the Mississippi Bar respectfully requests the Complaint Tribunal impose discipline on Vanessa J. Jones in the form of a SUSPENSION from the practice of law for a period greater than six (6) months and order Vanessa J. Jones to pay the Mississippi Bar the sum of thirty and 00/100 dollars (\$30.00) incurred in the investigation preceding the filing of this Formal Complaint and the costs and expenses of litigating this Formal Complaint. The Mississippi Bar further requests any and all other relief, general or specific, which the Complaint Tribunal deems proper.

Respectfully submitted, this, the 10th day of May 2024.

THE MISSISSIPPI BAR

By:



JEREMY L. BIRDSALL
ASSOCIATE GENERAL COUNSEL
FOR THE MISSISSIPPI BAR

JEREMY L. BIRDSALL, MSB # 100284
THE OFFICE OF GENERAL COUNSEL
THE MISSISSIPPI BAR
P.O. Box 2168
Jackson, Mississippi 39225-2168
(601) 968-2491
jbirdsall@msbar.org

COMPLAINT
READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING
PRINT OR TYPE IN BLACK INK
LIST ONLY ONE ATTORNEY PER FORM

PART ONE: I, MIKE MCKIE FOR HIGH RISE FINANCIAL LLC
11110 OHIO AVE #207, LOS ANGELES CA, 310, 876-8086 EXT 31
(Your name, address, and phone number)
do hereby file with The Mississippi Bar a complaint against Attorney 90025 (Area Code)
VANESSA JONES, ATTORNEY AT LAW - 6088 US HWY 49,
HATTIESBURG, MS, 39401
(Attorney's name and address)

PART TWO: Can any person testify about what was said, done, not done or agreed upon by you and the attorney?

NO

"Yes" or "No"

(See very important instructions on reverse side of this form.)

PART THREE: I have read and to the best of my ability followed the instructions on the back of this page. I will also follow those instructions in the future.

(A) The specific thing or things I am complaining about is or are: OUR OPEN LIENS ARE BEING IGNORED, AND FUNDING CONTRACT WAS SIGNED BY ATTORNEY WITHOUT HER SIGNING WE WOULD NEVER HAVE FUNDED THE PLAINTIFF CANDISE HILL, WHICH THE AMOUNT DUE IS \$7,329.00

(B) In support of those things listed above, the facts of my complaint are: HIGH RISE FINANCIAL LLC PROVIDED MONEY TO PLAINTIFF CANDISE HILL, FUNDING WAS FOR ORDINARY LIVING EXPENSES; THIS WAS A NON-RECOURSE FUNDING, MEANING IF THE CASE DID NOT SETTLE, THE PLAINTIFF KEEPS ALL THE MONEY. PLEASE SEE ATTACHED CONTRACT SIGNED BY ATTORNEY VANESSA JONES. UPON INFORMATION AND BELIEF, THE CASE FOR PLAINTIFF SETTLED, ATTORNEY RECEIVED MONEY IN HER TRUST ACCOUNT, AS AN OFFICER OF THE COURT HAS A DUTY TO HONOR THE SIGNED AGREEMENT, AND AT A MINIMUM, ATTORNEY COULD HAVE PUT THE MONEY IN THE COURT REGISTRY SINCE SHE HAD KNOWLEDGE OF A THIRD PARTY LIEN ON THE SETTLEMENT FUNDS, AND LET A JUDGE DECIDE. ATTORNEY FAILED TO RESPOND TO HIGH RISE FINANCIAL AFTER MULTIPLE ATTEMPTS, PLAINTIFF IS NOT RESPONDED EITHER, WE BELIEVE ON ADVICE FROM ATTORNEY VANESSA JONES.

PART FOUR: The facts in this complaint are true and correct to the best of my knowledge.

PART FIVE: I hereby certify that I have read the explanatory booklet that I have been provided. I do not have any questions with regard to any information included in the booklet.

03/16/2022

(Date)

[Signature]
(Your Signature)

EXHIBIT ONE

PAGE 1 of _____ PAGES

*To be filled in by the Bar.

EXHIBIT 1



IRREVOCABLE LETTER OF DIRECTION

Vanessa Jones, Esq.
 Jones Law Firm PA
 6088 U S Highway 49,
 Hattiesburg, MS 39401-7340

Dear Vanessa Jones, Esq.

I have sold a contingent right to receive a portion of the Proceeds of my Legal Claim(s) equal to the High Rise Financial Ownership Amount (see the attached 'Notice of Purchase') to High Rise Financial ("High Rise Financial"). I hereby irrevocably direct my current attorney or any subsequent attorney or law firm that may represent me ("Seller's Attorney"), to tender the full High Rise Financial Ownership Amount to High Rise Financial pursuant to the Purchase Agreement from any and all of the Proceeds due to me from the Legal Claim(s) in which you represent me. I understand that by making this irrevocable direction, I can at no future time withdraw or revoke this letter of direction. ~~PLEASE BE ADVISED THAT UNDER NO CIRCUMSTANCES MAY YOU SELLER'S ATTORNEY DISBURSE THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT TO ME, ANOTHER INDIVIDUAL OR OTHER ENTITIES WITHOUT FIRST SATISFYING HIGH RISE FINANCIAL'S OWNERSHIP AMOUNT.~~ If a check is sent in my name, I hereby grant you the authority to endorse my check into your trust account and pay to High Rise Financial its Ownership Amount. I certify that I do not have any outstanding past due child support obligations. This letter shall be binding on any subsequent attorney that may be hired to prosecute my legal claim.

Seller's Initials: CH

I have read the Nonrecourse Purchase Agreement and fully understand my obligation to High Rise Financial. I instruct you, Seller's Attorney, to provide High Rise Financial with periodic information on my case and brief case statuses at no cost to High Rise Financial, and in the event that you no longer represent me I instruct you to provide High Rise Financial with any insurance, new attorney or other information requested. This letter may be executed in counterpart electronically, and/or by facsimile, each of which shall be deemed an original and all of which shall together constitute a single agreement. By signing the acknowledgement below, you agree that this letter is from me and that you will comply with the terms of this Irrevocable Letter of Direction.

Sincerely, DocuSigned by:

June 14, 2018

Candice Hill
 Candice Hill-Seller

ATTORNEY ACKNOWLEDGMENT

- 1. Vanessa Jones, Esq., acknowledge receipt of Candice Hill's Irrevocable Letter of Direction, the Nonrecourse Purchase Agreement, and the Notice of Purchase from High Rise Financial LLC, a Delaware limited liability company..
- My fee agreement is on a contingency basis and there are liens and/or letters of protection (exclusive of attorney's fees and costs) against the case of approximately _____, and I will deliver the High Rise Financial Ownership Amount subordinate to attorney fees, costs and related medical liens as per instructions above.
- ~~I direct that any Proceeds from the Legal Claim(s) to be sent to me directly and not directly to the Client (Seller). If a check is sent in my name, I hereby grant you the authority to endorse my check into your trust account and pay to High Rise Financial its Ownership Amount.~~
- I have not, and will not accept any advice, direction, or payment from High Rise Financial regarding the Legal Claim(s).
- I certify to High Rise Financial that I have received the terms and conditions of the Non-Recourse Purchase Agreement, including all costs and fees.
- I acknowledge that all disputes arising out of this transaction involving me and my law firm will be resolved via arbitration with Arbitration Resolution Services based on their rules at www.arbrsolutions.com per the Non-Recourse Purchase Agreement and the Irrevocable Letter of Direction. The prevailing party will be entitled to all legal fees and costs.
- To the best of my knowledge, the above client has NOT received any previous cash fundings on his/her Legal Claim(s), except for the Purchase Agreement(s) with High Rise Financial, unless it was already stated during the initial underwriting process.
- I will not participate in or acknowledge any future cash funding(s) for the above client without first resolving the High Rise Financial Ownership Amount.
- ~~I hereby acknowledge that I have received the terms and conditions of the Non-Recourse Purchase Agreement, including all costs and fees, and I agree to provide High Rise Financial with periodic information on my case and brief case statuses at no cost to High Rise Financial, and in the event that I no longer represent the client I agree to provide High Rise Financial with any insurance, new attorney or other information requested.~~
- I will contact High Rise Financial when the Legal Claim(s) has been resolved.
- I acknowledge that High Rise Financial has relied upon this letter and acknowledgement in funding this transaction and agreeing to High Rise Financial's ownership amount (see the attached 'Notice of Purchase' which is on the next page)

DocuSigned by:
Vanessa J. Jones June 18, 2018
 Attorney Signature

DocuSigned by:
Mark Brooklin June 14, 2018
 High Rise Financial, LLC Signature

Vanessa Jones; Jones Law Firm PA



Office Information: 11110 Ohio Avenue, Suite 207
Los Angeles, CA 90025
Phone: (310) 876-8086
Email: info@highrisefinancial.com

Payment Address
PO Box 25638
Los Angeles, CA 90025

COVER PAGE

Date: June 14, 2018

Sent to: Candise Hill
2949 Highway 35 South
Foxworth, MS 39483
Date of Loss: 05/16/2018
DOB: 11/04/1976

Vanessa Jones Esq., Jones Law Firm PA
6088 U S Highway 49,
Hattiesburg, MS 39401-7340

From: High Rise Financial

Pages: 12 (including cover)

Re: Candise Hill Purchase Agreement

**PLEASE CALL YOUR CASE MANAGER AT (310) 876-8086, IF YOU
HAVE ANY QUESTIONS.**

CHECKLIST FOR Candise Hill

- ☐ Complete and sign the Consumer Disclosure- Page 2
- ☐ Complete and sign the Payment Instructions – Page 3
- ☐ Complete and sign the (Nonrecourse) Purchase Agreement – Page 4 and Page 10
- ☐ Initial AND Sign the Irrevocable Letter of Direction – Page 11

CHECKLIST FOR ATTORNEY Vanessa Jones, Esq

- ☐ Sign the Attorney Acknowledgment portion of the Irrevocable Letter of Direction and list the approximate amount of any related medical and statutory liens – Page 11

We greatly appreciate your assistance with the process. Once you receive your High Rise Financial cash funding, please notify us if you wish to receive any future funding.



Office Information: 11110 Ohio Avenue, Suite 207
 Los Angeles, CA 90025
 Phone: (310) 876-8086
 Email: info@highrisefinancial.com

Payment Address
 PO Box 25638
 Los Angeles, CA 90025

CONSUMER DISCLOSURE

Date: June 14, 2018
Seller: Candise Hill

PLEASE CALL YOUR CASE MANAGER AT (310) 876-8086, IF YOU HAVE ANY QUESTIONS

What High Rise Financial will own from Candise Hill's Legal Claim:

Start Date		End Date	High Rise Financial Ownership Amount
06/18/2018	to	12/18/2018	\$3,000.00
12/19/2018	to	06/18/2019	\$3,598.00
06/19/2019	to	09/18/2019	\$4,500.00
09/19/2019	to	12/18/2019	\$5,000.00
12/19/2019	to	06/18/2020	\$5,500.00
06/19/2020	to	12/18/2020	\$6,500.00
12/19/2020	to	06/18/2021	\$7,000.00

Additional Fees:

- (1) Payment Delivery Fee: \$0-\$149. See page 3 for exact amount.
- (2) Application and/or underwriting fees: \$200 (10% of Purchase Price to Seller)

IF SELLER (Candise Hill) COMPLIES WITH THE NONRECOURSE PURCHASE AGREEMENT AND RECOVERS NOTHING FROM THE APPLICABLE LEGAL CLAIM(S), THEN PURCHASER SHALL RECEIVE NOTHING.

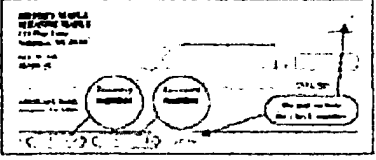
Price paid by HIGH RISE FINANCIAL to Candise Hill to purchase the contingent right to a portion of the Proceeds from the Legal Claim(s): \$2,000.00

I, Candise Hill, by my signature below confirm that I have read and understand this Consumer Disclosure before reading and signing the Purchase Agreement.

DocuSigned by: Candise Hill DATE June 14, 2018
 Candise Hill

PAYMENT INSTRUCTIONS

Purchase Price to Seller: \$2,000.00. Payment delivery fee below (if applicable), will NOT be subtracted from Purchase Price.

Select One	Delivery Option	How Soon?	Details	Information Needed										
☐ Option 1	Check via Overnight Delivery	1 Day	A Check sent by Overnight Delivery service for delivery by the next business day. Fee: \$99.00. (Weekends and holidays not included).	Street Address Apt / Unit # City State Zip										
☐ Option 2	Check via U.S. First Class Mail	5-10 Days	A Check sent U.S. First Class Mail with Delivery Confirmation Fee: Free	Street Address Apt / Unit # City State Zip										
☐ Option 3	Pick up from our office	By Appointment Only	Must make appointment— drop ins are not allowed. (310) 876-8086 or email info@highrisefinancial.com . Fee: Free	11110 Ohio Avenue, Suite #207 Los Angeles, CA, 90025.										
☒ Option 4	Direct Deposit to bank account.	Same Day	We must receive the signed documents by 12:00 p.m. PST on the funding day. Fee: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Purchase Price to Seller</td> <td style="width: 50%;">Handling Fee</td> </tr> <tr> <td>\$0 - \$750.00</td> <td>\$87</td> </tr> <tr> <td>\$751.00 - \$1,251.00</td> <td>\$99</td> </tr> <tr> <td>\$1,251.00 - \$2,000.00</td> <td>\$129</td> </tr> <tr> <td>\$2,001.00 - \$10,000.00+</td> <td>\$149</td> </tr> </table> 	Purchase Price to Seller	Handling Fee	\$0 - \$750.00	\$87	\$751.00 - \$1,251.00	\$99	\$1,251.00 - \$2,000.00	\$129	\$2,001.00 - \$10,000.00+	\$149	Zellco Credit Union Bank Name of Bank 2654773812 Routing Number 2654773812 Account Number Candise Hill Full Name on the Account (must match exactly)
Purchase Price to Seller	Handling Fee													
\$0 - \$750.00	\$87													
\$751.00 - \$1,251.00	\$99													
\$1,251.00 - \$2,000.00	\$129													
\$2,001.00 - \$10,000.00+	\$149													

By signing below, I, Candise Hill, hereby agree to the terms of the above Payment Instructions and understand that I am responsible for the information that I have provided on this form, and that High Rise Financial is not responsible for any problem in delivery or transfer of funds, so long as it follows the instructions provided by Candise Hill. I also agree to the use of the above statements at the discretion of High Rise Financial.

Candise Hill
DATE June 14, 2018

NONRECOURSE PURCHASE AGREEMENT

THIS NONRECOURSE PURCHASE AGREEMENT (the "Purchase Agreement") is made and entered by and between High Rise Financial LLC ("Purchaser"), at 11110 Ohio Avenue, Suite 207, Los Angeles, CA 90025, and Candise Hill (Seller"), (collectively "the Parties")

Purchaser:	High Rise Financial
Seller:	Candise Hill
Purchase Price:	\$2,000.00

Start Date		End Date	High Rise Financial Ownership Amount
06/18/2018	to	12/18/2018	\$3,000.00
12/19/2018	to	06/18/2019	\$3,598.00
06/19/2019	to	09/18/2019	\$4,500.00
09/19/2019	to	12/18/2019	\$5,000.00
12/19/2019	to	06/18/2020	\$5,500.00
06/19/2020	to	12/18/2020	\$6,500.00
12/19/2020	to	06/18/2021	\$7,000.00

Additional Fees:

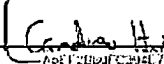
- (1) Payment Delivery Fee: \$0-\$149. See page 3 for exact amount.
- (2) Application and/or underwriting fees: \$200 (10% of Purchase Price to Seller)

SELLER (CANDISE HILL) EXPLICITLY AFFIRMS THAT THE LEGAL CLAIM(S) REFERENCED HEREIN WAS BROUGHT IN GOOD FAITH, PREDATES THIS PURCHASE AGREEMENT, AND THAT NO PART OF THE PURCHASE PRICE WILL BE USED TO SUPPORT, DIRECT OR MAINTAIN THE LEGAL CLAIM(S) OR ITS PROSECUTION.

IF SELLER (CANDISE HILL) COMPLIES WITH THIS PURCHASE AGREEMENT AND RECOVERS NOTHING FROM THE LEGAL CLAIM(S) CITED BELOW, THEN PURCHASER (HIGH RISE FINANCIAL) SHALL RECEIVE NOTHING. SELLER (CANDISE HILL) IS NOT ENTITLED TO RECEIVE ANY PROCEEDS UNTIL PURCHASER (HIGH RISE FINANCIAL) HAS RECEIVED THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT.

Seller's Signature DocuSigned by:

Date


Candise Hill

June 14, 2018

Candise Hill

SECTION 1. DEFINITIONS

1.1 "Seller" means Candise Hill

1.2 "Seller's Attorney" means Vanessa Jones, Jones Law Firm PA, who is Seller's attorney(s) in respect of the Legal Claim(s) described below and any substitute, new or additional attorney representing Seller in the Legal Claim(s).

1.3 "Purchaser" means High Rise Financial LLC , a Delaware limited liability company

1.4 "Legal Claim(s)" means (a) the pending legal action(s) and/or lawsuit(s) to obtain money or property in which Seller is engaged as a result of injuries and/or damages arising out of a personal injury or other claim(s); (b) all applicable proceedings, proceedings on appeal or remand, enforcement, ancillary, parallel, or alternative dispute resolution proceedings and processes arising out of or relating to such case; (c) any other proceedings founded on the underlying facts giving rise to such case in which Seller is a party and (d) any arrangements made with Seller with another party to such case which resolves any of the Seller's claims against such party.

1.5 "Purchase Price" means the amount paid by Purchaser to Seller as consideration for this Purchase Agreement. The Purchase Price amount in this transaction is \$2,000.00.

1.6 "Proceeds" means all property or things of value payable on account of the Legal Claim(s) including without limitation, negotiable instruments, contract rights, annuities and securities whether obtained by judgment, settlement, arbitration, award or otherwise. Without limitation of the foregoing, "Proceeds" shall include a reasonable estimate of the monetary value of all non-cash benefits receivable by Seller on account of the Legal Claim. Without limitation of the foregoing, "Proceeds" shall include a reasonable estimate of the monetary value of all non-cash benefits receivable by Seller on account of the Legal Claim.

1.7 "High Rise Financial Ownership Amount" is the amount Purchaser is to be paid out of the Proceeds of the Legal Claim(s). The High Rise Financial Ownership Amount shall be determined as of the date funds are received by High Rise Financial as indicated by the schedule above.

1.8 "Purchased Right" means the contingent right to receive a portion of the Proceeds equal to the High Rise Financial Ownership Amount on the further terms and conditions provided in this Purchase Agreement. To the extent permitted by law applicable to this transaction, Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller Seller's entire right and title in a portion of the Proceeds equal to the High Rise Financials Ownership Amount. In full satisfaction for the Purchased Right and in consideration for its sale to Purchaser, Purchaser shall pay to Seller the Purchase Price.

SECTION 2. SELLER'S AND PURCHASER'S MUTUAL ACKNOWLEDGEMENTS

Seller and Purchaser acknowledge the following:

2.1 Nonrecourse; Contingent Right; Risk of Loss. Delivery of the High Rise Financial Ownership Amount is contingent upon recovery from the Legal Claim(s). If a final resolution or settlement of the Legal Claim(s) does not result in the recovery of Proceeds, Seller shall have no obligation to Purchaser and Purchaser shall receive NOTHING. Seller shall provide Purchaser with evidence of such final resolution. The Parties intend this transaction to be, and agree that this transaction is, a purchase and sale and not a loan. The likelihood of recovering Proceeds from the Legal Claim(s) is uncertain both as to time and amount. This transaction involves a substantial economic risk and a bona fide risk of loss to Purchaser. Purchaser and Seller acknowledge that the Purchased Right may be worthless and the High Rise Financial Ownership Amount has been negotiated to account for such risk.

2.2 No Control Over Claim(s). The Parties agree that Purchaser will have no control, influence or involvement in the prosecution or settlement of the Legal Claim(s), nor will the Purchaser be involved in the decisions of Seller and Seller's attorney relating to the Legal Claim.

2.3 Purchase and Sale. Seller sells and transfers the Purchased Right to the Purchaser. Seller shall treat and report the sale and purchase of the Purchased Right as a sale transaction and not as a loan for any and all purposes. In all instances, Seller shall cause the Purchased Right to be described as an asset of Purchaser. See also Section 3.5.

2.4 No Attorney-Client Relationship; No Obligations with Respect to Legal Claim(s). Purchaser is not engaged in the practice of law and is not serving as Seller's attorney and does not assume or have any responsibility or obligation of any kind whatsoever to Seller or Seller's Attorney in connection with the Legal Claim(s).

2.5 Decisions Regarding Legal Claim(s). Purchaser and Seller acknowledge and agree that Purchaser shall have no right to and will not make any decisions with respect to the conduct of the Legal Claim(s) or any settlement or resolution thereof and that the right to make such decisions remains solely with Seller and Seller's Attorney.

SECTION 3. SELLER'S ACKNOWLEDGEMENTS AND AGREEMENTS

Seller acknowledges and agrees as follows:

3.1 Title; Capacity. Seller is the claimant in the Legal Claim(s) and has full right, title and interest in, to, and under the Legal Claim(s) and the Proceeds and has the capacity and authority to enter into this Purchase Agreement.

3.2 Information True, Complete and Correct. Seller warrants that all information provided to Purchaser is true complete and correct and that Seller has informed Purchaser of all actions, facts and circumstances that materially affect or impair the Legal Claim(s).

3.3 No Previous Encumbrances. Seller has not sold, assigned, pledged, transferred, or encumbered any interest in the Legal Claim(s) or the Proceeds in any manner whatsoever other than for attorney's fees and costs relating to this Legal Claim(s). There are no pending or threatened claims, liens, or judgments against Seller or Seller's assets that would materially impair the value, priority or collectability of the Proceeds payable to Seller in connection with the Legal Claim(s) or the amounts owed to Purchaser pursuant to this Purchase Agreement. In the event that previous encumbrances exist, Seller shall disclose all such encumbrances in writing to Purchaser prior to execution of this Purchase Agreement.

3.4 No Further Transfer. Seller shall not sell, assign, pledge, or transfer (whether voluntarily, by operation of law or otherwise) any interest in the Legal Claim(s) or the Proceeds without purchasing High Rise Financials' Purchased Right or without the prior written consent of Purchaser, except for transfers by intestacy due to Seller's death. In the event an interest in the Legal Claim(s) or the Proceeds is transferred by intestacy due to Seller's death, Seller's heirs, estate executors and personal representatives will be bound by this Purchase Agreement.

3.5 Treatment in Bankruptcy. If Seller commences or has commenced against Seller any case or other proceeding pursuant to any bankruptcy, insolvency or similar law prior to delivery of the full High Rise Financial Ownership Amount to Purchaser, Seller shall cause the Purchased Right to be described as an asset of Purchaser and not as a debt obligation of Seller in any oral or written communications, including, without limitation, any schedule or other document filed in connection with such proceeding, see also section 2.3 above. Further, Seller agrees that High Rise Financial holds a security interest which is perfected upon attachment which occurs when Purchaser gives the Purchase Price to Seller. Despite automatic perfection upon attachment, Purchaser reserves the right to file Uniform Commercial Code Financing Statements to give notice of its Purchased Right to third parties.

3.6 Financing Statements and Additional Documents. Seller irrevocably authorizes Purchaser at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto. Purchaser may indicate the following information in such financial statements and amendments: (a) that a portion of the Proceeds that are derived from the Legal Claim(s) are owned by Purchaser; and (b) any other information required, in Purchaser's discretion, by the Uniform Commercial Code in any relevant jurisdiction. Seller agrees to furnish any information reasonably requested by Purchaser to facilitate these objectives. Seller will be referred to as the Seller and the Purchaser will be referred to as Buyer in such financing statements. The transaction itself will be referred to as purchase or sale, or a similar term, in such financing statements.

3.7 Substitution of Attorneys. If Seller obtains new or additional counsel in regards to the Legal Claim(s), Seller agrees to provide Purchaser with written notice of new or additional counsel and deliver a copy of the Irrevocable Letter of Direction to such new or additional counsel. Any such new or additional counsel shall be included in the definition of "Seller's Attorney in the Legal Claim(s)" for all purposes of this Purchase Agreement.

3.8 Requests for Documents and Information. Seller shall provide, and authorizes, and directs Seller's Attorney to provide Purchaser with: (a) prompt written notice of any receipt by Seller or Seller's Attorney of Proceeds from the Legal Claim(s) or documents evidencing such receipt; (b) copies of non-privileged materials including but not limited to pleadings, notices, orders, motions, briefs, other documents filed in connection with the Legal Claim(s) by any person or party; (c) copies of non-privileged documents relating to any other material development in connection to the Legal Claim(s) or the Proceeds; and (d) verbal or written information regarding non-privileged matters including periodic case statuses as reasonably requested by Purchaser.

SECTION 4. DELIVERY OF THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT AND PRIORITY

4.1 Priority of Delivery to Purchaser. Seller shall not be entitled to receive any Proceeds until Purchaser has received the High Rise Financial Ownership Amount. If the Proceeds are insufficient to pay the High Rise Financial Ownership Amount in full, Purchaser shall receive all of the Proceeds, subordinate only to attorneys' fees and costs and related medical liens. If Seller complies with the terms of this Purchase Agreement in their entirety and recovers nothing from the Legal Claim(s), then Purchaser shall receive nothing. See also Section 2.1.

4.2 Timing of Delivery. Seller shall direct Seller's Attorney to tender the full High Rise Financial Ownership Amount to High Rise Financial from the Proceeds of the Legal Claim(s) within 10 days of Seller's Attorney's receipt of the Proceeds. Seller shall prohibit Seller's Attorney from disbursing the High Rise Financial Ownership Amount to Seller, any other individuals, or other entities without first satisfying the Purchased Right. Seller agrees not to have the High Rise Financial Ownership amount paid to Seller. Purchaser reserves the right to assess collection costs as applicable by law if the High Rise Financial Ownership Amount remains unsatisfied more than 10 days after receipt of Proceeds by Seller's Attorney. If any dispute arises over the amount owed to High Rise Financial,

Seller agrees to direct that Seller's Attorney pay High Rise Financial LLC the non-disputed amount owed by me and retain only the amount in dispute in his/her client trust account until the dispute is resolved by arbitration.

SECTION 5. EVENT OF BREACH; SPECIFIC BREACH; SELLER'S RIGHT OF RESCISSION

5.1 Event of Breach. The breach by Seller of any of Seller's obligations under this Purchase Agreement shall constitute an "Event of Breach" hereunder. In an Event of Breach, Purchaser shall have all rights, powers, and remedies provided in this Purchase Agreement and as allowed by law or in equity, including, but not necessarily limited to, reimbursement of any and all legal costs and attorney fees incurred in enforcing Purchaser's rights, powers, and remedies under this Purchase Agreement. Additionally, Purchaser reserves the right to obtain a judgment against Seller, use a collection agency and use all other means allowed under the law and equity to enforce Purchaser's rights, powers, and remedies under this Purchase Agreement.

5.2 Creation of Trust. Should the High Rise Financial Ownership Amount be sent to Seller, Seller is appointed as Purchaser's trustee with respect to the High Rise Financial Ownership Amount, the corpus of the trust. Should the High Rise Financial Ownership Amount be paid to Seller, Seller, as the grantor and trustee, expressly intends that a trust be created and acknowledges and accepts that a trust is created. Seller agrees to hold the High Rise Financial Ownership Amount in trust for Purchaser and send such amounts to Purchaser, the beneficiary of the trust, within ten days of receipt of Proceeds.

5.3 Receipt of Funds. If Seller does not receive the Purchase Price, Seller shall notify Purchaser in writing within FIVE (5) days of Purchaser's receipt of the fully executed Purchase Agreement. After FIVE (5) days, Seller is presumed to have received the Purchase Price, and the Purchase Agreement is deemed to be in full force and effect.

5.4 SELLER, RIGHT OF RESCISSION:

MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE (5) DAYS FROM THE DATE Candise Hill RECEIVES THE PURCHASE PRICE FROM PURCHASER. TO CANCEL THIS AGREEMENT, Candise Hill MUST EITHER:

- (a) RETURN THE FULL AMOUNT OF THE PURCHASE PRICE TO PURCHASER BY DELIVERING THE UNCASHED CHECK TO PURCHASER IN PERSON WITHIN FIVE (5) DAYS; OR**
- (b) MAIL NOTICE OF CANCELLATION ALONG WITH THE FULL AMOUNT OF THE PURCHASE PRICE (EITHER BY RETURN OF PURCHASER'S UNCASHED CHECK, REGISTERED OR CERTIFIED CHECK, OR MONEY ORDER) BY INSURED, REGISTERED, OR CERTIFIED U.S. MAIL, POSTMARKED ON OR WITHIN FIVE (5) DAYS OF RECEIVING THE PURCHASE PRICE, TO PURCHASER'S ADDRESS AS SET FORTH IN SECTION 6.2 BELOW.**

SECTION 6. MISCELLANEOUS

6.1 Survival of Representations. All of the representations, warranties, covenants and agreements of the Parties hereto contained in this Purchase Agreement or contained in any document furnished or to be furnished hereunder shall survive the date of this Purchase Agreement.

6.2 Notices. All notices and other communications given or made pursuant to this Purchase Agreement shall be in writing. All such notices or communications shall be deemed to have been given or made if delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested) or delivered by reputable overnight courier to the Parties at the following addresses:

If to Purchaser: High Rise Financial, PO Box 25638, Los Angeles, CA, 90025

If to Seller: to the address set forth on the first page of this Purchase Agreement, or at such other addresses as either of the Parties hereto shall have specified in writing to the other.

6.3 Release to Contact Third Parties. It may be necessary to disclose information to third parties. Seller explicitly and irrevocably authorizes Purchaser to disclose any information to third parties as it deems appropriate to the extent permitted by law and also as referenced in the High Rise Financial Privacy Policy, a copy of which is provided with this Purchase Agreement. Seller releases Purchaser from any and all liability as a result of the release of any information.

6.4 Waiver. Any waiver by any party of its rights under this Purchase Agreement shall be in writing and signed by the party waiving such rights. The failure of either party to enforce, at any time, any of the provisions of this Purchase Agreement or any of the rights set forth in this Purchase Agreement, shall in no way be considered a waiver of such provisions, rights, or subsequent breaches thereof.

6.5 DISPUTE RESOLUTION AND MANDATORY ARBITRATION. CHOICE OF LAW. PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS

THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS WIDE BASIS IN ANY ACTION OR PROCEEDING INSTITUTED WITH RESPECT TO THIS AGREEMENT. THE PARTIES AGREE THAT THE ISSUE OF ARBITRABILITY SHALL BE DECIDED BY THE ARBITRATOR AND NOT BY ANY OTHER PERSON. THAT IS, THE QUESTION OF WHETHER A DISPUTE ITSELF IS SUBJECT TO ARBITRATION SHALL BE DECIDED SOLELY BY THE ARBITRATOR AND NOT, FOR EXAMPLE, BY ANY COURT. IN SO DOING, THE INTENT OF THE PARTIES IS TO DIVEST ANY AND ALL COURTS OF JURISDICTION IN DISPUTES INVOLVING THE PARTIES, EXCEPT FOR THE CONFIRMATION OF THE AWARD AND ENFORCEMENT. THE FEDERAL ARBITRATION ACT ("FAA") APPLIES TO THIS AGREEMENT AND ARBITRATION PROVISION. WE EACH AGREE THAT THE FAA'S PROVISIONS—NOT STATE LAW—GOVERN ALL QUESTIONS OF WHETHER A DISPUTE IS SUBJECT TO ARBITRATION.

ANY DISPUTE OR DISAGREEMENT BETWEEN THESE PARTIES ARISING UNDER THIS AGREEMENT OR OTHERWISE OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, THOSE SOUNDING IN CONSTITUTIONAL, STATUTORY, OR COMMON LAW THEORIES AS TO THE PERFORMANCE OF ANY OBLIGATIONS, THE SATISFACTION OF ANY RIGHTS, AND/OR THE ENFORCEABILITY HEREOF, SHALL BE RESOLVED THROUGH DEMAND BY ANY PARTY AND/OR INTERESTED PARTY TO ARBITRATE THE DISPUTE VIA ONLINE ARBITRATION AND SHALL SUBMIT THE SAME TO ARBITRATION RESOLUTION SERVICES, INC. PURSUANT TO THE RULES SET FORTH AND AVAILABLE AT WWW.ARBRESOLUTIONS.COM. IF THE FIRST ARBITRATION ORGANIZATION, WHICH RECEIVES A WRITTEN DEMAND FOR ARBITRATION OF THE DISPUTE FROM ANY PARTY AND/OR INTERESTED PARTY, DOES NOT COMPLETE THE ARBITRATION TO FINALITY WITHIN TWELVE (12) MONTHS OF THE WRITTEN DEMAND, ANY PARTY AND/OR INTERESTED PARTY THEN MAY FILE A WRITTEN DEMAND FOR ARBITRATION OF THE DISPUTE WITH ANOTHER NEUTRAL ARBITRATION ASSOCIATION, WITH THE PRIOR ARBITRATION ASSOCIATION THEN BEING IMMEDIATELY DIVESTED OF JURISDICTION, SUBJECT TO A DECISION BEING RENDERED BY THE REPLACEMENT ARBITRATION ASSOCIATION WITHIN FOUR MONTHS OF THE WRITTEN DEMAND BEING FILED WITH THE REPLACEMENT ARBITRATION GROUP. THE ARBITRATION DECISION SHALL BE FINAL AND BINDING IN ALL RESPECTS AND SHALL BE NON-APPEALABLE.

ANY PERSON MAY HAVE A COURT OF COMPETENT JURISDICTION CONFIRM THE ARBITRATION AWARD AS A JUDGMENT OF SUCH COURT AND ENTER INTO ITS RECORD THE FINDINGS OF SUCH ARBITRATORS FOR ALL PURPOSES, INCLUDING FOR THE ENFORCEMENT OF THE AWARD. THE PREVAILING PARTY IN ANY DISPUTE SHALL BE ENTITLED TO ALL REASONABLE ATTORNEYS' FEES AND COSTS, EXPENSES AND DISBURSEMENTS WITH RESPECT TO SUCH DISPUTE.

PURCHASER AND SELLER MUTUALLY ACKNOWLEDGE THAT, BY SECTION 6.5 OF THIS PURCHASE AGREEMENT TO ARBITRATE, EACH PARTY IRREVOCABLY WAIVES ITS RIGHTS TO COURT OR JURY TRIAL. SELLER HAS THE RIGHT TO CONSULT SEPARATE LEGAL COUNSEL AT ANY TIME AS TO ANY MATTER, INCLUDING WHETHER TO ENTER INTO THIS PURCHASE AGREEMENT AND CONSENT TO THE FOREGOING AGREEMENT TO ARBITRATE. ANY ARBITRATION HEREUNDER, AND ALL SUBMISSIONS, TESTIMONY, TRANSCRIPTS, EVIDENCE, ETC. RELATED TO SUCH ARBITRATION, SHALL BE KEPT CONFIDENTIAL BY ALL PARTIES.

(a) **Arbitration of Individual Claims Only.** All Claims covered by this Agreement must be submitted on an individual basis. No claims may be arbitrated on a class or collective basis. Both Purchaser and Seller expressly waive any right with respect to any covered Claims to submit, initiate, or participate in a representative capacity, or as a plaintiff, claimant or member in a class action, collective action or other representative or joint action, regardless of whether the action is filed in arbitration or in court, to the fullest extent permitted by applicable law.

BY SIGNING THIS AGREEMENT, PURCHASER AND SELLER AGREE THAT EACH MAY BRING AND PURSUE CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES, AND MAY NOT BRING, PURSUE, OR ACT AS A PLAINTIFF OR CLASS MEMBER, IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING.

EXCEPT TO THE EXTENT THIS PROVISION IS UNENFORCEABLE AS A MATTER OF LAW, THE PARTIES FURTHER AGREE THAT NEITHER PARTY MAY BRING, PURSUE, OR ACT AS A PLAINTIFF OR REPRESENTATIVE IN ANY PURPORTED REPRESENTATIVE PROCEEDING OR ACTION, OR OTHERWISE PARTICIPATE IN ANY SUCH REPRESENTATIVE PROCEEDING OR ACTION OTHER THAN ON AN INDIVIDUAL BASIS.

(b) **Process for Opting Out.** Seller understands that it has thirty (30) calendar days after signing this Purchase Agreement to opt out of arbitration (the "Deadline"). Opting out means that Seller does not want to be bound by Section 6.5 of this Purchase Agreement and does not want to arbitrate any claims the Parties may have against each other under this Purchase Agreement. If Seller opts out by the Deadline, neither Seller or Purchaser will be bound by Section 6.5 of this Agreement. To opt out, Seller must send to Purchaser a written notice, via a form of registered or trackable mail, that says: "[SELLER] opts out of the Section 6.5 Arbitration provision" (or words to that effect), and that Seller signs (print and signature) and dates the writing ("Written Notice"). Seller must send the Written Notice to the attention of the Purchaser at the following address: High Rise Financial, PO Box 25638, Los Angeles,

CA, 90025, and it must be postmarked by the Deadline. If Seller does not opt out by the Deadline, Seller understands that it will be bound by Section 6.5 of this Purchase Agreement.

Unless Seller affirmatively opts out as set forth above, the Parties understand and agree that arbitration is the only forum for resolving the Claims and that the Parties are both waiving the right to a trial before a judge or jury in federal or state court, and the right to pursue class, collective or representative proceedings in court in favor of arbitration on an individual basis. In no event will Claims be joined with any excluded claims and litigated in court unless both parties agree in writing.

6.6 Governing Law and Forum. The Parties agree that this Purchase Agreement will be governed by the laws of California without regard to its conflict rules. The foregoing arbitration provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Subject in all cases to the arbitration provision set forth in Section 6.5, the Parties agree that (i) with regard to the courts, exclusive jurisdiction and exclusive venue for any dispute between the Purchaser and Seller shall lie solely with the federal and/or state courts of Los Angeles County, California as specified for an arbitration pursuant to Section 6.5 hereof and (ii) consents to service of process pursuant to the applicable California state statutes and federal rules.

6.7 Counterparts; Electronic and Facsimile Signatures. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same Purchase Agreement. This Purchase Agreement shall be deemed to have been executed in Los Angeles, CA and shall only be in full force and effect upon the signing hereof by a duly authorized representative of Purchaser. Information, records, and signatures (electronic or facsimile) shall not be denied legal effect, validity, or enforceability solely on the grounds that they are in electronic and/or facsimile form. Where a rule of law requires information be "written" or "in writing", or provides for certain consequences if it is not, the Parties agree that an electronic and/or facsimile record shall satisfy that rule of law. Where a rule of law requires a signature, or provides for certain consequences if a document is not signed, the parties agree that an electronic and/or facsimile signature shall satisfy that rule of law.

6.8 Assignment; Use of Information. Purchaser's rights and obligations under this Purchase Agreement may be assigned in its sole discretion without the consent of or notice to Seller. Seller's rights and obligations under this Purchase Agreement may not be assigned or transferred without the written consent of Purchaser, except for transfer by intestacy due to Seller's death in which case Seller's heirs, estate executors and personal representatives will be bound by this Purchase Agreement. Seller agrees that Purchaser may share information that Purchaser obtained about Seller (whether from Seller) or other person or entity) with potential assignees to whom Purchaser may assign its rights and obligations under this Purchase Agreement, provided that: (i) such information is reasonably necessary to allow a potential assignee to make an informed decision whether to take assignment from Purchaser; and (ii) Purchaser enters into an appropriate confidentiality agreement with any such potential assignee.

6.9 No Third Party Beneficiaries; Successors and Assigns. Subject to the provisions of Section 6.8, this Purchase Agreement is solely for the benefit of Purchaser and Seller; and (b) this Purchase Agreement shall be binding upon and inure to the benefit of the Parties' successors, heirs, estates, executors, personal representatives and permitted assigns.

6.10 Severability. If any provision of this Purchase Agreement or the application of any such provision to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Purchase Agreement, or the application of such provision to such party or circumstances other than those to which it is so determined to be invalid or unenforceable, shall not be affected, and each provision of this Purchase Agreement shall be enforced to the fullest extent permitted by law. If any such court of competent jurisdiction declares that any term or provision of this Purchase Agreement is invalid or unenforceable, the Parties hereto agree that such court shall have the power to modify the scope of such term or provision, to delete specific words or phrases, and to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable, and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Purchase Agreement shall be enforceable as so modified.

6.11 LEGAL REPRESENTATION. SELLER UNDERSTANDS AND ACKNOWLEDGES THAT: (A) PURCHASER HAS RECOMMENDED THAT SELLER ENGAGE AN ATTORNEY IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS PURCHASE AGREEMENT; AND (B) SELLER HAS BEEN REPRESENTED BY OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY AN ATTORNEY OF SELLER'S CHOOSING IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS PURCHASE AGREEMENT.

6.12 Construction. The Parties intend that this Purchase Agreement be deemed to have been prepared by all of the Parties and that each party has had the opportunity to negotiate each term of the agreement prior to execution, and that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law with respect to the construction of this Purchase Agreement.

6.13 Other Miscellaneous. Once the case has been resolved, Seller agrees not to instruct his/her attorney to not pay Purchaser the High Rise Financial Ownership Amount.

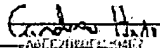
DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT COMPLETELY. BEFORE YOU SIGN THIS AGREEMENT, YOU SHOULD OBTAIN THE ADVICE OF YOUR ATTORNEY

I, Seller, Candise Hill, certify that I have read and agree to the statements above and the entire Purchase Agreement consisting of seven (7) pages. I have had the opportunity to negotiate each term prior to execution of this Purchase Agreement, and I agree to be bound by the terms and conditions of this Purchase Agreement. This Purchase Agreement shall not be effective until the Purchase Price is paid to Seller.

Seller's Signature

Date

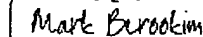
June 14, 2018


Candise Hill

Purchaser's Signature

Date

June 14, 2018



High Rise Financial, LLC

IRREVOCABLE LETTER OF DIRECTION

Vanessa Jones, Esq
 Jones Law Firm PA
 6088 U S Highway 49,
 Hattiesburg, MS 39401-7340

Dear Vanessa Jones, Esq.

I have sold a contingent right to receive a portion of the Proceeds of my Legal Claim(s) equal to the High Rise Financial Ownership Amount (see the attached 'Notice of Purchase') to High Rise Financial ("High Rise Financial"). I hereby irrevocably direct my current attorney or any subsequent attorney or law firms that may represent me ("Seller's Attorney"), to tender the full High Rise Financial Ownership Amount to High Rise Financial pursuant to the Purchase Agreement from any and all of the Proceeds due to me from the Legal Claim(s) in which you represent me. I understand that by making this irrevocable direction, I can at no future time withdraw or revoke this letter of direction. PLEASE BE ADVISED THAT UNDER NO CIRCUMSTANCES MAY YOU, SELLER'S ATTORNEY, DISBURSE THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT TO ME, ANY OTHER INDIVIDUALS, OR OTHER ENTITIES WITHOUT FIRST SATISFYING HIGH RISE FINANCIAL'S OWNERSHIP AMOUNT. If a check is sent in my name, I hereby grant you the authority to endorse my check into your trust account and pay to High Rise Financial its Ownership Amount. I certify that I do not have any outstanding past due child support obligations. This letter shall be binding on any subsequent attorney that may be hired to prosecute my legal claim.

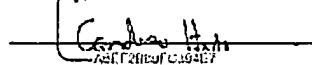
Seller's Initials:

CH

I have read the Nonrecourse Purchase Agreement and fully understand my obligations to High Rise Financial. I instruct you, Seller's Attorney, to provide High Rise Financial with periodic information on my case and brief case statuses at no cost to High Rise Financial, and in the event that you no longer represent me I instruct you to provide High Rise Financial with any insurance, new attorney or other information requested. This letter may be executed in counterparts electronically, and/or by facsimile, each of which shall be deemed an original and all of which shall together constitute a single agreement. By signing the acknowledgement below, you agree that this letter is from me and that you will comply with the terms of this Irrevocable Letter of Direction.

Sincerely, DocuSigned by:

June 14, 2018


 Candice Hill-Seller

ATTORNEY ACKNOWLEDGMENT

- 1. Vanessa Jones, Esq., acknowledge receipt of Candice Hill's Irrevocable Letter of Direction, the Nonrecourse Purchase Agreement, and the Notice of Purchase from High Rise Financial LLC, a Delaware limited liability company..
- My fee agreement is on a contingency basis and there are liens and/or letters of protection (exclusive of attorney's fees and costs) against the case of approximately _____, and I will deliver the High Rise Financial Ownership Amount subordinate to attorney fees, costs and related medical liens as per instructions above.
- I agree that any Proceeds from the Legal Claim(s) will be sent to me directly and not directly to the claimant (Seller); I agree that all disbursements of proceeds will be made through my attorney trust account.
- I have not, and will not accept any advice, direction, or payment from High Rise Financial regarding the Legal Claim(s).
- I certify to High Rise Financial that I have received the terms and conditions of the Non-Recourse Purchase Agreement, including all costs and fees.
- I acknowledge that all disputes arising out of this transaction involving me and my law firm will be resolved via arbitration with Arbitration Resolution Services based on their rules at www.arbresolutions.com per the Non-Recourse Purchase Agreement and the Irrevocable Letter of Direction. The prevailing party will be entitled to all legal fees and costs.
- To the best of my knowledge, the above client has NOT received any previous cash fundings on his/her Legal Claim(s), except for the Purchase Agreement(s) with High Rise Financial, unless it was already stated during the initial underwriting process.
- I will not participate in or acknowledge any future cash funding(s) for the above client without first resolving the High Rise Financial Ownership Amount.
- I agree and acknowledge that upon request, I will inform High Rise Financial whether Candice Hill's case is still pending. I will provide other nonprivileged information to High Rise Financial and if Candice Hill's case settles, I will request a payoff and inform High Rise Financial that the matter has settled.
- I will contact High Rise Financial when the Legal Claim(s) has been resolved.
- I acknowledge that High Rise Financial has relied upon this letter and acknowledgement in funding this transaction and agreeing to High Rise Financial's ownership amount (see the attached 'Notice of Purchase' which is on the next page)

DocuSigned by:
 Vanessa J. Jones June 18, 2018
 Attorney Signature: _____

DocuSigned by:
 Mark Brookins June 14, 2018
 High Rise Financial, LLC Signature: _____

Vanessa Jones, Jones Law Firm PA



11110 Ohio Avenue, Suite 207
Los Angeles, CA 90025
Phone: (888) 301-5144
Email: info@highrisefinancial.com

Payment Address
PO Box 25638
Los Angeles, CA 90025

NOTICE OF PURCHASE

Vanessa Jones
Jones Law Firm PA
6088 U S Highway 49, Hattiesburg, Mississippi 39401-7340

RE: OUR CLIENT: Candise Hill

Dear Vanessa Jones, Esq.,

High Rise Financial has entered into a Purchase Agreement (attached) with your client Candise Hill.

High Rise Financial has purchased a right in a portion of the potential Proceeds from the Legal Claim(s) of Candise Hill.

PLEASE BE ADVISED THAT YOU MAY NOT DISBURSE ANY OF THE PROCEEDS UNTIL THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT (PLUS ANY APPLICABLE FEES DUE AT DELIVERY) HAS BEEN SATISFIED.

HIGH RISE FINANCIAL OWNERSHIP AMOUNT

Start Date		End Date	High Rise Financial Ownership Amount
06/18/2018	to	12/18/2018	\$3,000.00
12/19/2018	to	06/18/2019	\$3,598.00
06/19/2019	to	09/18/2019	\$4,500.00
09/19/2019	to	12/18/2019	\$5,000.00
12/19/2019	to	06/18/2020	\$5,500.00
06/19/2020	to	12/18/2020	\$6,500.00
12/19/2020	to	06/18/2021	\$7,000.00

Additional Fees:

(1) Payment Delivery Fee: \$0-\$149. See page 3 for exact amount.

(2) Application and/or underwriting fees: \$200 (10% of Purchase Price to Seller)

Please call (310) 876-8086 or email to info@highrisefinancial.com to receive more information about the High Rise Financial Ownership Amount.

RETAINER AGREEMENT

Date: 24 May 18

I, the undersigned, do hereby employ and engaged The Jones Law Firm, located at 6088 U.S. Highway 49, Hattiesburg, MS 39403, to represent me in connection with any and all claims which I may have against any and all persons arising out of a/an Auto Accident which occurred on the 16th day of May, 2018.

For such professional services, I hereby agree to pay to The Jones Law Firm an amount based upon the gross amount which is recovered for me or on my behalf (which term shall include the fair market value of any property which may be recovered), in accordance with the following schedule:

THIRTY-THREE AND ONE THIRD PERCENT (33 1/3%) the minimum of any recovery claim made on client's behalf.

FORTY PERCENT (40%) if recovery is had prior to filing a lawsuit, cross-claim, or other legal proceedings.

FIFTY PERCENT (50%) after the filing of any such lawsuit, cross claim or other legal proceedings or after a full trial.

In the event of any appeal to an Appellate Court from the lower court, I do hereby agree to pay Vanessa J. Jones an additional amount according to the minimum fee schedule of the State Bar Association.

It is understood that any payment to Vanessa J. Jones for such service is entirely contingent upon Vanessa J. Jones making recovery for me or on my behalf of money or property.

Vanessa J. Jones, Attorney, is authorized to fully investigate any claims for which I am represented and should said attorney file suit or other legal proceedings on my behalf, the attorney is authorized to fully prepare and prosecute the same. If, after reasonable investigation of such claim(s), Vanessa J. Jones determines that it is not feasible to prosecute such claims, upon notification to me of such fact, then Vanessa J. Jones may withdraw from representation under this agreement. It is understood that I remain fully responsible for all court costs and other out-of-pocket expenses incurred by Vanessa J. Jones in the investigation and prosecution of my claim and that I will, from time to time, advance or reimburse Vanessa J. Jones for the same upon presentation of a Statement for Services Rendered by the law office, as is necessary.

It is understood and agreed that if subrogated claim(s) by third parties exist resulting from said accident, said attorney shall hold the same in trust and tender sums directly to said third parties from the settlement proceeds.



It is understood and agreed that neither party shall settle any claim arising out of the matter above stated which Vanessa J. Jones represents me for, without first having obtain consent thereto of the other party.

I further agree that from the proceeds of any such recovery, whether by settlement, judgment, or otherwise, Vanessa J. Jones may deduct the attorney's fees to which Vanessa J. Jones is entitled, and in no circumstances shall said fee be less than \$100.00, together with all costs and expenses which remain unpaid; and I further agree that my attorney may deduct the amount of all unpaid bills for doctors, hospitals and related items, making disbursements of funds directly to the doctor/hospital/etc., concerned.

I further agree that if I chose to terminate Vanessa J. Jones/The Jones Law Firm, I will do so by mailing a Certified Letter with a return receipt to Vanessa J. Jones/The Jones Law Firm stating such.

By signing below, I agree to the above mentioned terms of the agreement:

Cordae Hill
Claimant Signature

CANDISE HILL
Claimant Printed Name

229 HWY 587, FOXWORTH, MS 39483 / 2949 HWY 35 SOUTH, FOXWORTH, MS 39483
Claimant Address
601.522.0234

ACCEPTED AND APPROVED on this, the 24 day of MAY, 2018.

AT
Office Personnel

NONRECOURSE PURCHASE AGREEMENT

THIS NONRECOURSE PURCHASE AGREEMENT (the "Purchase Agreement") is made and entered by and between High Rise Financial LLC ("Purchaser"), at 11110 Ohio Avenue, Suite 207, Los Angeles, CA 90025, and Candise Hill (Seller"), (collectively "the Parties")

Purchaser: High Rise Financial
Seller: Candise Hill
Purchase Price: \$2,000.00

Start Date		End Date	High Rise Financial Ownership Amount
06/18/2018	to	12/18/2018	\$3,000.00
12/19/2018	to	06/18/2019	\$3,598.00
06/19/2019	to	09/18/2019	\$4,500.00
09/19/2019	to	12/18/2019	\$5,000.00
12/19/2019	to	06/18/2020	\$5,500.00
06/19/2020	to	12/18/2020	\$6,500.00
12/19/2020	to	06/18/2021	\$7,000.00

Additional Fees:

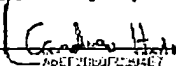
- (1) Payment Delivery Fee: \$0-\$149. See page 3 for exact amount.
- (2) Application and/or underwriting fees: \$200 (10% of Purchase Price to Seller)

SELLER (CANDISE HILL) EXPLICITLY AFFIRMS THAT THE LEGAL CLAIM(S) REFERENCED HEREIN WAS BROUGHT IN GOOD FAITH, PREDATES THIS PURCHASE AGREEMENT, AND THAT NO PART OF THE PURCHASE PRICE WILL BE USED TO SUPPORT, DIRECT OR MAINTAIN THE LEGAL CLAIM(S) OR ITS PROSECUTION.

IF SELLER (CANDISE HILL) COMPLIES WITH THIS PURCHASE AGREEMENT AND RECOVERS NOTHING FROM THE LEGAL CLAIM(S) CITED BELOW, THEN PURCHASER (HIGH RISE FINANCIAL) SHALL RECEIVE NOTHING. SELLER (CANDISE HILL) IS NOT ENTITLED TO RECEIVE ANY PROCEEDS UNTIL PURCHASER (HIGH RISE FINANCIAL) HAS RECEIVED THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT.

Seller's Signature — DocuSigned by:

Date

 _____
 June 14, 2018

Candise Hill



SECTION 1. DEFINITIONS

1.1 "Seller" means Candise Hill

1.2 "Seller's Attorney" means Vanessa Jones, Jones Law Firm PA, who is Seller's attorney(s) in respect of the Legal Claim(s) described below and any substitute, new or additional attorney representing Seller in the Legal Claim(s).

1.3 "Purchaser" means High Rise Financial LLC, a Delaware limited liability company

1.4 "Legal Claim(s)" means (a) the pending legal action(s) and/or lawsuit(s) to obtain money or property in which Seller is engaged as a result of injuries and/or damages arising out of a personal injury or other claim(s); (b) all applicable proceedings, proceedings on appeal or remand, enforcement, ancillary, parallel, or alternative dispute resolution proceedings and processes arising out of or relating to such case; (c) any other proceedings founded on the underlying facts giving rise to such case in which Seller is a party and (d) any arrangements made with Seller with another party to such case which resolves any of the Seller's claims against such party.

1.5 "Purchase Price" means the amount paid by Purchaser to Seller as consideration for this Purchase Agreement. The Purchase Price amount in this transaction is \$2,000.00.

1.6 "Proceeds" means all property or things of value payable on account of the Legal Claim(s) including without limitation, negotiable instruments, contract rights, annuities and securities whether obtained by judgment, settlement, arbitration, award or otherwise. Without limitation of the foregoing, "Proceeds" shall include a reasonable estimate of the monetary value of all non-cash benefits receivable by Seller on account of the Legal Claim. Without limitation of the foregoing, "Proceeds" shall include a reasonable estimate of the monetary value of all non-cash benefits receivable by Seller on account of the Legal Claim.

1.7 "High Rise Financial Ownership Amount" is the amount Purchaser is to be paid out of the Proceeds of the Legal Claim(s). The High Rise Financial Ownership Amount shall be determined as of the date funds are received by High Rise Financial as indicated by the schedule above.

1.8 "Purchased Right" means the contingent right to receive a portion of the Proceeds equal to the High Rise Financial Ownership Amount on the further terms and conditions provided in this Purchase Agreement. To the extent permitted by law applicable to this transaction, Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller Seller's entire right and title in a portion of the Proceeds equal to the High Rise Financials Ownership Amount. In full satisfaction for the Purchased Right and in consideration for its sale to Purchaser, Purchaser shall pay to Seller the Purchase Price.

SECTION 2. SELLER'S AND PURCHASER'S MUTUAL ACKNOWLEDGEMENTS

Seller and Purchaser acknowledge the following:

2.1 Nonrecourse; Contingent Right; Risk of Loss. Delivery of the High Rise Financial Ownership Amount is contingent upon recovery from the Legal Claim(s). If a final resolution or settlement of the Legal Claim(s) does not result in the recovery of Proceeds, Seller shall have no obligation to Purchaser and Purchaser shall receive NOTHING. Seller shall provide Purchaser with evidence of such final resolution. The Parties intend this transaction to be, and agree that this transaction is, a purchase and sale and not a loan. The likelihood of recovering Proceeds from the Legal Claim(s) is uncertain both as to time and amount. This transaction involves a substantial economic risk and a bona fide risk of loss to Purchaser. Purchaser and Seller acknowledge that the Purchased Right may be worthless and the High Rise Financial Ownership Amount has been negotiated to account for such risk.

2.2 No Control Over Claim(s). The Parties agree that Purchaser will have no control, influence or involvement in the prosecution or settlement of the Legal Claim(s), nor will the Purchaser be involved in the decisions of Seller and Seller's attorney relating to the Legal Claim.

2.3 Purchase and Sale. Seller sells and transfers the Purchased Right to the Purchaser. Seller shall treat and report the sale and purchase of the Purchased Right as a sale transaction and not as a loan for any and all purposes. In all instances, Seller shall cause the Purchased Right to be described as an asset of Purchaser. See also Section 3.5.

2.4 No Attorney-Client Relationship; No Obligations with Respect to Legal Claim(s). Purchaser is not engaged in the practice of law and is not serving as Seller's attorney and does not assume or have any responsibility or obligation of any kind whatsoever to Seller or Seller's Attorney in connection with the Legal Claim(s).

2.5 Decisions Regarding Legal Claim(s). Purchaser and Seller acknowledge and agree that Purchaser shall have no right to and will not make any decisions with respect to the conduct of the Legal Claim(s) or any settlement or resolution thereof and that the right to make such decisions remains solely with Seller and Seller's Attorney.

SECTION 3. SELLER'S ACKNOWLEDGEMENTS AND AGREEMENTS

Seller acknowledges and agrees as follows:

3.1 Title; Capacity. Seller is the claimant in the Legal Claim(s) and has full right, title and interest in, to, and under the Legal Claim(s) and the Proceeds and has the capacity and authority to enter into this Purchase Agreement.

3.2 Information True, Complete and Correct. Seller warrants that all information provided to Purchaser is true complete and correct and that Seller has informed Purchaser of all actions, facts and circumstances that materially affect or impair the Legal Claim(s).

3.3 No Previous Encumbrances. Seller has not sold, assigned, pledged, transferred, or encumbered any interest in the Legal Claim(s) or the Proceeds in any manner whatsoever other than for attorney's fees and costs relating to this Legal Claim(s). There are no pending or threatened claims, liens, or judgments against Seller or Seller's assets that would materially impair the value, priority or collectability of the Proceeds payable to Seller in connection with the Legal Claim(s) or the amounts owed to Purchaser pursuant to this Purchase Agreement. In the event that previous encumbrances exist, Seller shall disclose all such encumbrances in writing to Purchaser prior to execution of this Purchase Agreement.

3.4 No Further Transfer. Seller shall not sell, assign, pledge, or transfer (whether voluntarily, by operation of law or otherwise) any interest in the Legal Claim(s) or the Proceeds without purchasing High Rise Financials' Purchased Right or without the prior written consent of Purchaser, except for transfers by intestacy due to Seller's death. In the event an interest in the Legal Claim(s) or the Proceeds is transferred by intestacy due to Seller's death, Seller's heirs, estate executors and personal representatives will be bound by this Purchase Agreement.

3.5 Treatment in Bankruptcy. If Seller commences or has commenced against Seller any case or other proceeding pursuant to any bankruptcy, insolvency or similar law prior to delivery of the full High Rise Financial Ownership Amount to Purchaser, Seller shall cause the Purchased Right to be described as an asset of Purchaser and not as a debt obligation of Seller in any oral or written communications, including, without limitation, any schedule or other document filed in connection with such proceeding, see also section 2.3 above. Further, Seller agrees that High Rise Financial holds a security interest which is perfected upon attachment which occurs when Purchaser gives the Purchase Price to Seller. Despite automatic perfection upon attachment, Purchaser reserves the right to file Uniform Commercial Code Financing Statements to give notice of its Purchased Right to third parties.

3.6 Financing Statements and Additional Documents. Seller irrevocably authorizes Purchaser at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto. Purchaser may indicate the following information in such financial statements and amendments: (a) that a portion of the Proceeds that are derived from the Legal Claim(s) are owned by Purchaser; and (b) any other information required, in Purchaser's discretion, by the Uniform Commercial Code in any relevant jurisdiction. Seller agrees to furnish any information reasonably requested by Purchaser to facilitate these objectives. Seller will be referred to as the Seller and the Purchaser will be referred to as Buyer in such financing statements. The transaction itself will be referred to as purchase or sale, or a similar term, in such financing statements.

3.7 Substitution of Attorneys. If Seller obtains new or additional counsel in regards to the Legal Claim(s), Seller agrees to provide Purchaser with written notice of new or additional counsel and deliver a copy of the Irrevocable Letter of Direction to such new or additional counsel. Any such new or additional counsel shall be included in the definition of "Seller's Attorney in the Legal Claim(s)" for all purposes of this Purchase Agreement.

3.8 Requests for Documents and Information. Seller shall provide, and authorizes, and directs Seller's Attorney to provide Purchaser with: (a) prompt written notice of any receipt by Seller or Seller's Attorney of Proceeds from the Legal Claim(s) or documents evidencing such receipt; (b) copies of non-privileged materials including but not limited to pleadings, notices, orders, motions, briefs, other documents filed in connection with the Legal Claim(s) by any person or party; (c) copies of non-privileged documents relating to any other material development in connection to the Legal Claim(s) or the Proceeds; and (d) verbal or written information regarding non-privileged matters including periodic case statuses as reasonably requested by Purchaser.

SECTION 4. DELIVERY OF THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT AND PRIORITY

4.1 Priority of Delivery to Purchaser. Seller shall not be entitled to receive any Proceeds until Purchaser has received the High Rise Financial Ownership Amount. If the Proceeds are insufficient to pay the High Rise Financial Ownership Amount in full, Purchaser shall receive all of the Proceeds, subordinate only to attorneys' fees and costs and related medical liens. If Seller complies with the terms of this Purchase Agreement in their entirety and recovers nothing from the Legal Claim(s), then Purchaser shall receive nothing. See also Section 2.1.

4.2 Timing of Delivery. Seller shall direct Seller's Attorney to tender the full High Rise Financial Ownership Amount to High Rise Financial from the Proceeds of the Legal Claim(s) within 10 days of Seller's Attorney's receipt of the Proceeds. Seller shall prohibit Seller's Attorney from disbursing the High Rise Financial Ownership Amount to Seller, any other individuals, or other entities without first satisfying the Purchased Right. Seller agrees not to have the High Rise Financial Ownership amount paid to Seller. Purchaser reserves the right to assess collection costs as applicable by law if the High Rise Financial Ownership Amount remains unsatisfied more than 10 days after receipt of Proceeds by Seller's Attorney. If any dispute arises over the amount owed to High Rise Financial,

Seller agrees to direct that Seller's Attorney pay High Rise Financial LLC the non-disputed amount owed by me and retain only the amount in dispute in his/her client trust account until the dispute is resolved by arbitration.

SECTION 5. EVENT OF BREACH; SPECIFIC BREACH; SELLER'S RIGHT OF RESCISSION

5.1 Event of Breach. The breach by Seller of any of Seller's obligations under this Purchase Agreement shall constitute an "Event of Breach" hereunder. In an Event of Breach, Purchaser shall have all rights, powers, and remedies provided in this Purchase Agreement and as allowed by law or in equity, including, but not necessarily limited to, reimbursement of any and all legal costs and attorney fees incurred in enforcing Purchaser's rights, powers, and remedies under this Purchase Agreement. Additionally, Purchaser reserves the right to obtain a judgment against Seller, use a collection agency and use all other means allowed under the law and equity to enforce Purchaser's rights, powers, and remedies under this Purchase Agreement.

5.2 Creation of Trust. Should the High Rise Financial Ownership Amount be sent to Seller, Seller is appointed as Purchaser's trustee with respect to the High Rise Financial Ownership Amount, the corpus of the trust. Should the High Rise Financial Ownership Amount be paid to Seller, Seller, as the grantor and trustee, expressly intends that a trust be created and acknowledges and accepts that a trust is created. Seller agrees to hold the High Rise Financial Ownership Amount in trust for Purchaser and send such amounts to Purchaser, the beneficiary of the trust, within ten days of receipt of Proceeds.

5.3 Receipt of Funds. If Seller does not receive the Purchase Price, Seller shall notify Purchaser in writing within FIVE (5) days of Purchaser's receipt of the fully executed Purchase Agreement. After FIVE (5) days, Seller is presumed to have received the Purchase Price, and the Purchase Agreement is deemed to be in full force and effect.

5.4 SELLER, RIGHT OF RESCISSION:

MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE (5) DAYS FROM THE DATE Candise Hill RECEIVES THE PURCHASE PRICE FROM PURCHASER. TO CANCEL THIS AGREEMENT, Candise Hill MUST EITHER:

- (a) RETURN THE FULL AMOUNT OF THE PURCHASE PRICE TO PURCHASER BY DELIVERING THE UNCASHED CHECK TO PURCHASER IN PERSON WITHIN FIVE (5) DAYS; OR**
- (b) MAIL NOTICE OF CANCELLATION ALONG WITH THE FULL AMOUNT OF THE PURCHASE PRICE (EITHER BY RETURN OF PURCHASER'S UNCASHED CHECK, REGISTERED OR CERTIFIED CHECK, OR MONEY ORDER) BY INSURED, REGISTERED, OR CERTIFIED U.S. MAIL, POSTMARKED ON OR WITHIN FIVE (5) DAYS OF RECEIVING THE PURCHASE PRICE, TO PURCHASER'S ADDRESS AS SET FORTH IN SECTION 6.2 BELOW.**

SECTION 6. MISCELLANEOUS

6.1 Survival of Representations. All of the representations, warranties, covenants and agreements of the Parties hereto contained in this Purchase Agreement or contained in any document furnished or to be furnished hereunder shall survive the date of this Purchase Agreement.

6.2 Notices. All notices and other communications given or made pursuant to this Purchase Agreement shall be in writing. All such notices or communications shall be deemed to have been given or made if delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested) or delivered by reputable overnight courier to the Parties at the following addresses:

If to Purchaser: High Rise Financial, PO Box 25638, Los Angeles, CA, 90025

If to Seller: to the address set forth on the first page of this Purchase Agreement, or at such other addresses as either of the Parties hereto shall have specified in writing to the other.

6.3 Release to Contact Third Parties. It may be necessary to disclose information to third parties. Seller explicitly and irrevocably authorizes Purchaser to disclose any information to third parties as it deems appropriate to the extent permitted by law and also as referenced in the High Rise Financial Privacy Policy, a copy of which is provided with this Purchase Agreement. Seller releases Purchaser from any and all liability as a result of the release of any information.

6.4 Waiver. Any waiver by any party of its rights under this Purchase Agreement shall be in writing and signed by the party waiving such rights. The failure of either party to enforce, at any time, any of the provisions of this Purchase Agreement or any of the rights set forth in this Purchase Agreement, shall in no way be considered a waiver of such provisions, rights, or subsequent breaches thereof.

6.5 DISPUTE RESOLUTION AND MANDATORY ARBITRATION. CHOICE OF LAW. PLEASE READ THIS CAREFULLY: IT AFFECTS YOUR RIGHTS

THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS WIDE BASIS IN ANY ACTION OR PROCEEDING INSTITUTED WITH RESPECT TO THIS AGREEMENT. THE PARTIES AGREE THAT THE ISSUE OF ARBITRABILITY SHALL BE DECIDED BY THE ARBITRATOR AND NOT BY ANY OTHER PERSON. THAT IS, THE QUESTION OF WHETHER A DISPUTE ITSELF IS SUBJECT TO ARBITRATION SHALL BE DECIDED SOLELY BY THE ARBITRATOR AND NOT, FOR EXAMPLE, BY ANY COURT. IN SO DOING, THE INTENT OF THE PARTIES IS TO DIVEST ANY AND ALL COURTS OF JURISDICTION IN DISPUTES INVOLVING THE PARTIES, EXCEPT FOR THE CONFIRMATION OF THE AWARD AND ENFORCEMENT. THE FEDERAL ARBITRATION ACT ("FAA") APPLIES TO THIS AGREEMENT AND ARBITRATION PROVISION. WE EACH AGREE THAT THE FAA'S PROVISIONS—NOT STATE LAW—GOVERN ALL QUESTIONS OF WHETHER A DISPUTE IS SUBJECT TO ARBITRATION.

ANY DISPUTE OR DISAGREEMENT BETWEEN THESE PARTIES ARISING UNDER THIS AGREEMENT OR OTHERWISE OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, THOSE SOUNDING IN CONSTITUTIONAL, STATUTORY, OR COMMON LAW THEORIES AS TO THE PERFORMANCE OF ANY OBLIGATIONS, THE SATISFACTION OF ANY RIGHTS, AND/OR THE ENFORCEABILITY HEREOF, SHALL BE RESOLVED THROUGH DEMAND BY ANY PARTY AND/OR INTERESTED PARTY TO ARBITRATE THE DISPUTE VIA ONLINE ARBITRATION AND SHALL SUBMIT THE SAME TO ARBITRATION RESOLUTION SERVICES, INC. PURSUANT TO THE RULES SET FORTH AND AVAILABLE AT WWW.ARBRESOLUTIONS.COM. IF THE FIRST ARBITRATION ORGANIZATION, WHICH RECEIVES A WRITTEN DEMAND FOR ARBITRATION OF THE DISPUTE FROM ANY PARTY AND/OR INTERESTED PARTY, DOES NOT COMPLETE THE ARBITRATION TO FINALITY WITHIN TWELVE (12) MONTHS OF THE WRITTEN DEMAND, ANY PARTY AND/OR INTERESTED PARTY THEN MAY FILE A WRITTEN DEMAND FOR ARBITRATION OF THE DISPUTE WITH ANOTHER NEUTRAL ARBITRATION ASSOCIATION, WITH THE PRIOR ARBITRATION ASSOCIATION THEN BEING IMMEDIATELY DIVESTED OF JURISDICTION, SUBJECT TO A DECISION BEING RENDERED BY THE REPLACEMENT ARBITRATION ASSOCIATION WITHIN FOUR MONTHS OF THE WRITTEN DEMAND BEING FILED WITH THE REPLACEMENT ARBITRATION GROUP. THE ARBITRATION DECISION SHALL BE FINAL AND BINDING IN ALL RESPECTS AND SHALL BE NON-APPEALABLE.

ANY PERSON MAY HAVE A COURT OF COMPETENT JURISDICTION CONFIRM THE ARBITRATION AWARD AS A JUDGMENT OF SUCH COURT AND ENTER INTO ITS RECORD THE FINDINGS OF SUCH ARBITRATORS FOR ALL PURPOSES, INCLUDING FOR THE ENFORCEMENT OF THE AWARD. THE PREVAILING PARTY IN ANY DISPUTE SHALL BE ENTITLED TO ALL REASONABLE ATTORNEYS' FEES AND COSTS, EXPENSES AND DISBURSEMENTS WITH RESPECT TO SUCH DISPUTE.

PURCHASER AND SELLER MUTUALLY ACKNOWLEDGE THAT, BY SECTION 6.5 OF THIS PURCHASE AGREEMENT TO ARBITRATE, EACH PARTY IRREVOCABLY WAIVES ITS RIGHTS TO COURT OR JURY TRIAL. SELLER HAS THE RIGHT TO CONSULT SEPARATE LEGAL COUNSEL AT ANY TIME AS TO ANY MATTER, INCLUDING WHETHER TO ENTER INTO THIS PURCHASE AGREEMENT AND CONSENT TO THE FOREGOING AGREEMENT TO ARBITRATE ANY ARBITRATION HEREUNDER, AND ALL SUBMISSIONS, TESTIMONY, TRANSCRIPTS, EVIDENCE, ETC. RELATED TO SUCH ARBITRATION, SHALL BE KEPT CONFIDENTIAL BY ALL PARTIES.

(a) **Arbitration of Individual Claims Only.** All Claims covered by this Agreement must be submitted on an individual basis. No claims may be arbitrated on a class or collective basis. Both Purchaser and Seller expressly waive any right with respect to any covered Claims to submit, initiate, or participate in a representative capacity, or as a plaintiff, claimant or member in a class action, collective action or other representative or joint action, regardless of whether the action is filed in arbitration or in court, to the fullest extent permitted by applicable law.

BY SIGNING THIS AGREEMENT, PURCHASER AND SELLER AGREE THAT EACH MAY BRING AND PURSUE CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES, AND MAY NOT BRING, PURSUE, OR ACT AS A PLAINTIFF OR CLASS MEMBER, IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING.

EXCEPT TO THE EXTENT THIS PROVISION IS UNENFORCEABLE AS A MATTER OF LAW, THE PARTIES FURTHER AGREE THAT NEITHER PARTY MAY BRING, PURSUE, OR ACT AS A PLAINTIFF OR REPRESENTATIVE IN ANY PURPORTED REPRESENTATIVE PROCEEDING OR ACTION, OR OTHERWISE PARTICIPATE IN ANY SUCH REPRESENTATIVE PROCEEDING OR ACTION OTHER THAN ON AN INDIVIDUAL BASIS.

(b) **Process for Opting Out.** Seller understands that it has thirty (30) calendar days after signing this Purchase Agreement to opt out of arbitration (the "Deadline"). Opting out means that Seller does not want to be bound by Section 6.5 of this Purchase Agreement and does not want to arbitrate any claims the Parties may have against each other under this Purchase Agreement. If Seller opts out by the Deadline, neither Seller or Purchaser will be bound by Section 6.5 of this Agreement. To opt out, Seller must send to Purchaser a written notice, via a form of registered or trackable mail, that says: "[SELLER] opts out of the Section 6.5 Arbitration provision" (or words to that effect), and that Seller signs (print and signature) and dates the writing ("Written Notice"). Seller must send the Written Notice to the attention of the Purchaser at the following address: High Rise Financial, PO Box 25638, Los Angeles,

CA, 90025, and it must be postmarked by the Deadline. If Seller does not opt out by the Deadline, Seller understands that it will be bound by Section 6.5 of this Purchase Agreement.

Unless Seller affirmatively opts out as set forth above, the Parties understand and agree that arbitration is the only forum for resolving the Claims and that the Parties are both waiving the right to a trial before a judge or jury in federal or state court, and the right to pursue class, collective or representative proceedings in court in favor of arbitration on an individual basis. In no event will Claims be joined with any excluded claims and litigated in court unless both parties agree in writing.

6.6 Governing Law and Forum. The Parties agree that this Purchase Agreement will be governed by the laws of California without regard to its conflict rules. The foregoing arbitration provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Subject in all cases to the arbitration provision set forth in Section 6.5, the Parties agree that (i) with regard to the courts, exclusive jurisdiction and exclusive venue for any dispute between the Purchaser and Seller shall lie solely with the federal and/or state courts of Los Angeles County, California as specified for an arbitration pursuant to Section 6.5 hereof and (ii) consents to service of process pursuant to the applicable California state statutes and federal rules.

6.7 Counterparts; Electronic and Facsimile Signatures. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same Purchase Agreement. This Purchase Agreement shall be deemed to have been executed in Los Angeles, CA and shall only be in full force and effect upon the signing hereof by a duly authorized representative of Purchaser. Information, records, and signatures (electronic or facsimile) shall not be denied legal effect, validity, or enforceability solely on the grounds that they are in electronic and/or facsimile form. Where a rule of law requires information be "written" or "in writing", or provides for certain consequences if it is not, the Parties agree that an electronic and/or facsimile record shall satisfy that rule of law. Where a rule of law requires a signature, or provides for certain consequences if a document is not signed, the parties agree that an electronic and/or facsimile signature shall satisfy that rule of law.

6.8 Assignment; Use of Information. Purchaser's rights and obligations under this Purchase Agreement may be assigned in its sole discretion without the consent of or notice to Seller. Seller's rights and obligations under this Purchase Agreement may not be assigned or transferred without the written consent of Purchaser, except for transfer by intestacy due to Seller's death in which case Seller's heirs, estate executors and personal representatives will be bound by this Purchase Agreement. Seller agrees that Purchaser may share information that Purchaser obtained about Seller (whether from Seller) or other person or entity) with potential assignees to whom Purchaser may assign its rights and obligations under this Purchase Agreement, provided that: (i) such information is reasonably necessary to allow a potential assignee to make an informed decision whether to take assignment from Purchaser; and (ii) Purchaser enters into an appropriate confidentiality agreement with any such potential assignee.

6.9 No Third Party Beneficiaries; Successors and Assigns. Subject to the provisions of Section 6.8 this Purchase Agreement is solely for the benefit of Purchaser and Seller; and (b) this Purchase Agreement shall be binding upon and inure to the benefit of the Parties' successors, heirs, estates, executors, personal representatives and permitted assigns.

6.10 Severability. If any provision of this Purchase Agreement or the application of any such provision to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Purchase Agreement, or the application of such provision to such party or circumstances other than those to which it is so determined to be invalid or unenforceable, shall not be affected, and each provision of this Purchase Agreement shall be enforced to the fullest extent permitted by law. If any such court of competent jurisdiction declares that any term or provision of this Purchase Agreement is invalid or unenforceable, the Parties hereto agree that such court shall have the power to modify the scope of such term or provision, to delete specific words or phrases, and to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable, and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Purchase Agreement shall be enforceable as so modified.

6.11 LEGAL REPRESENTATION. SELLER UNDERSTANDS AND ACKNOWLEDGES THAT: (A) PURCHASER HAS RECOMMENDED THAT SELLER ENGAGE AN ATTORNEY IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS PURCHASE AGREEMENT; AND (B) SELLER HAS BEEN REPRESENTED BY OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY AN ATTORNEY OF SELLER'S CHOOSING IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS PURCHASE AGREEMENT.

6.12 Construction. The Parties intend that this Purchase Agreement be deemed to have been prepared by all of the Parties and that each party has had the opportunity to negotiate each term of the agreement prior to execution, and that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law with respect to the construction of this Purchase Agreement.

6.13 Other Miscellaneous. Once the case has been resolved, Seller agrees not to instruct his/her attorney to not pay Purchaser the High Rise Financial Ownership Amount.

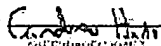
DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT COMPLETELY. BEFORE YOU SIGN THIS AGREEMENT, YOU SHOULD OBTAIN THE ADVICE OF YOUR ATTORNEY

I, Seller, Candise Hill, certify that I have read and agree to the statements above and the entire Purchase Agreement consisting of seven (7) pages. I have had the opportunity to negotiate each term prior to execution of this Purchase Agreement, and I agree to be bound by the terms and conditions of this Purchase Agreement. This Purchase Agreement shall not be effective until the Purchase Price is paid to Seller.

Seller's Signature

Date

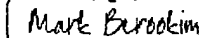
June 14, 2018


Candise Hill

Purchaser's Signature

Date

June 14, 2018



Mark Brookim
High Rise Financial, LLC

IRREVOCABLE LETTER OF DIRECTION

Vanessa Jones, Esq.
 Jones Law Firm PA
 6088 US Highway 49,
 Hattiesburg, MS 39401-7340

Dear Vanessa Jones, Esq.

I have sold a contingent right to receive a portion of the Proceeds of my Legal Claim(s) equal to the High Rise Financial Ownership Amount (see the attached 'Notice of Purchase') to High Rise Financial ("High Rise Financial"). I hereby irrevocably direct my current attorney or any subsequent attorney or law firms that may represent me ("Seller's Attorney"), to tender the full High Rise Financial Ownership Amount to High Rise Financial pursuant to the Purchase Agreement from any and all of the Proceeds due to me from the Legal Claim(s) in which you represent me. I understand that by making this irrevocable direction, I can at no future time withdraw or revoke this letter of direction. PLEASE BE ADVISED THAT UNDER NO CIRCUMSTANCES MAY YOU, SELLER'S ATTORNEY, DISBURSE THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT TO ME, ANY OTHER INDIVIDUALS, OR OTHER ENTITIES WITHOUT FIRST SATISFYING HIGH RISE FINANCIAL'S OWNERSHIP AMOUNT. If a check is sent in my name, I hereby grant you the authority to endorse my check into your trust account and pay to High Rise Financial its Ownership Amount. I certify that I do not have any outstanding past due child support obligations. This letter shall be binding on any subsequent attorney that may be hired to prosecute my legal claim.

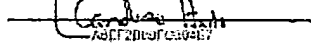
Seller's Initials:

CH

I have read the Nonrecourse Purchase Agreement and fully understand my obligations to High Rise Financial. I instruct you, Seller's Attorney, to provide High Rise Financial with periodic information on my case and brief case statuses at no cost to High Rise Financial, and in the event that you no longer represent me I instruct you to provide High Rise Financial with any insurance, new attorney or other information requested. This letter may be executed in counterparts electronically, and/or by facsimile, each of which shall be deemed an original and all of which shall together constitute a single agreement. By signing the acknowledgement below, you agree that this letter is from me and that you will comply with the terms of this Irrevocable Letter of Direction.

Sincerely, DocuSigned by:

June 14, 2018


 Candice Hill-Seller

ATTORNEY ACKNOWLEDGMENT

- I, Vanessa Jones, Esq., acknowledge receipt of Candice Hill's Irrevocable Letter of Direction, the Nonrecourse Purchase Agreement, and the Notice of Purchase from High Rise Financial LLC, a Delaware limited liability company.
- My fee agreement is on a contingency basis and there are liens and/or letters of protection (exclusive of attorney's fees and costs) against the case of approximately _____, and I will deliver the High Rise Financial Ownership Amount subordinate to attorney fees, costs and related medical liens as per instructions above.
- I agree that any Proceeds from the Legal Claim(s) will be sent to me directly and not directly to the claimant (Seller); I agree that all disbursements of proceeds will be made through my attorney trust account.
- I have not, and will not accept any advice, direction, or payment from High Rise Financial regarding the Legal Claim(s).
- I certify to High Rise Financial that I have received the terms and conditions of the Non-Recourse Purchase Agreement, including all costs and fees.
- I acknowledge that all disputes arising out of this transaction involving me and my law firm will be resolved via arbitration with Arbitration Resolution Services based on their rules at www.arbresolutions.com per the Non-Recourse Purchase Agreement and the Irrevocable Letter of Direction. The prevailing party will be entitled to all legal fees and costs.
- To the best of my knowledge, the above client has NOT received any previous cash fundings on his/her Legal Claim(s), except for the Purchase Agreement(s) with High Rise Financial, unless it was already stated during the initial underwriting process.
- I will not participate in or acknowledge any future cash funding(s) for the above client without first resolving the High Rise Financial Ownership Amount.
- I agree and acknowledge that upon request, I will inform High Rise Financial whether Candice Hill's case is still pending. I will provide other nonprivileged information to High Rise Financial and if Candice Hill's case settles, I will request a payoff and inform High Rise Financial that the matter has settled.
- I will contact High Rise Financial when the Legal Claim(s) has been resolved.
- I acknowledge that High Rise Financial has relied upon this letter and acknowledgement in funding this transaction and agreeing to High Rise Financial's ownership amount (see the attached 'Notice of Purchase' which is on the next page)

DocuSigned by:
 Vanessa J. Jones June 18, 2018
 Attorney Signature: _____

DocuSigned by:
 Mark Brookins June 14, 2018
 High Rise Financial, LLC Signature: _____

Vanessa Jones, Jones Law Firm PA



SETTLEMENT STATEMENT

Candise Hill
Client

Betty Jo Zachry & Benjamin Zachry via Farm Bureau
Insured

Gross Recovery	\$45,000.00
Attorney's Fees (33 1/3%)	\$15,000.00
Total Paid Out on Behalf of the Client:	\$0.00
Total Deducted from Client's Portion	\$15,000.00
Balance Due Client	\$30,000.00

I, the undersigned, Candise Hill, do hereby certify that the sum of \$45,000.00 is the total settlement of my claim, by and through Farm Bureau, for injuries sustained arising from an automobile accident.

I further certify that my attorney, Vanessa J. Jones, has diligently sought to procure a reasonable sum for the compensation of my injuries and that the full settlement of \$45,000.00 is accepted by me for the same. I do hereby agree to hold Vanessa J. Jones, her employees, agents, successors, assigns, representatives, officers, heirs, insurer(s), and any and all other persons, firms and/or corporations, each and all of them, whatsoever related thereto having any liability in the premises, either directly, indirectly, or by contract harmless from any and all actions, claims, costs, damages, demands, and/or expenses of every kind, type, and character whatsoever as a result of the injuries incurred by them and agree to hold them harmless therefore and forever fully release and acquit and discharge them upon the execution of this Settlement Statement.

In addition, I hereby certify that the above accounting is accurate and hereby authorize the disbursement of attorney's fees to Vanessa J. Jones for good and valuable services rendered to me in these premises. I do further certify that the above accounting evidences a portion of the other expenses incurred by me as a result of my accident and authorize Vanessa J. Jones to make disbursements for the above-stated other expenses. I understand that I am responsible for any and all outstanding bills not specifically listed above and agree to pay any and all bills not specifically listed above.

I hereby execute this Settlement Statement releasing Vanessa J. Jones of any further liability whatsoever in these premises and as certification of the above statements on this, the 6th day of August 2018, in Hattiesburg, Forrest County, Mississippi.

Candise Hill
Candise Hill

Vanessa J. Jones
Witness

EXHIBIT 5



**Iolta**

Page 1 of 5

Statement Period
From 6/01/2018 To 6/30/2018**Account Number**
[REDACTED]

3 Images Included

VANESSA J JONES ATTORNEY
IOLTA/TRUST ACCOUNT
PO BOX 1554
HATTIESBURG MS 39403-1554**Customer Service:**1-800-243-2524 or 1-601-961-6000
Automated Response: 24 hours/day
Representatives: Mon. - Fri., 7am-7pm;
Sat. 9am-2pmFor questions, or to receive a Trustmark Access
Number for use with automated telephone
services, call during representative hours and
choose option '0'.FAQs available at www.trustmark.com**Summary**

Description	Transactions	Amount
Balance last statement		24,855.09
Deposits and other credits	2	+ 34,600.00
Checks and other withdrawals	4	- 6,513.68
Service charges		-.00
Balance this statement		\$52,841.41

Note: Your lowest balance during this period was \$23,241.41, and it occurred on 6/15/2018.**Deposits and Other Credits**

Date	Amount	Description
6/20	5,000.00	DEPOSIT
6/27	29,600.00	DEPOSIT

Total of Deposits and Other Credits: \$34,600.00**Checks and Other Withdrawals****Checks Paid**

Number of images included in this statement: 3

Number	Date Paid	Amount	Number	Date Paid	Amount	Number	Date Paid	Amount
3256	6/15	500.00	3260 #	6/21	3,500.00	3265 #	6/29	1,500.00

EXHIBIT 6

Thank you for banking with us.



JUNE



Trustmark
National Bank

Post Office Box 291, Jackson, Mississippi 39205.

Customer Service 1-800-243-2524 or 1-601-981-8000.

iolta

Page 2 of 5

Statement Period
From 6/01/2018 To 6/30/2018

Account Number
[REDACTED]

Checks and Other Withdrawals - continued

Checks Paid - continued

Number of images included in this statement: 3



Total of Checks Paid: \$5,500.00

Indicates a break in the check number sequence before this check.

★ Represents an unnumbered check or a non-check item.

Other Electronic Transactions

Date	Amount	Description
6/1	1,113.68	INTERNET BANKING INTERNAL WEB TRANSFER TO 0002874820072629

Total of Other Electronic Transactions: \$1,113.68

Service Charges

Aggregate Overdraft and Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



Daily Balance History

Date	Balance	Date	Balance	Date	Balance
6/1	\$23,741.41	6/21	\$24,741.41	6/30	\$52,841.41
6/15	\$23,241.41	6/27	\$54,341.41		
6/20	\$28,241.41	6/29	\$52,841.41		



Your Balance this Period
Balance

Thank you for banking with us.

109,636



Iolita

Page 3 of 5

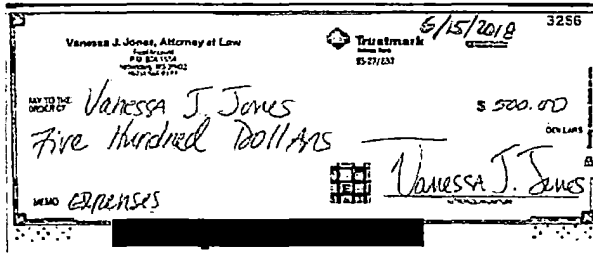
Statement Period
From 6/01/2018 To 6/30/2018

Account Number
[REDACTED]

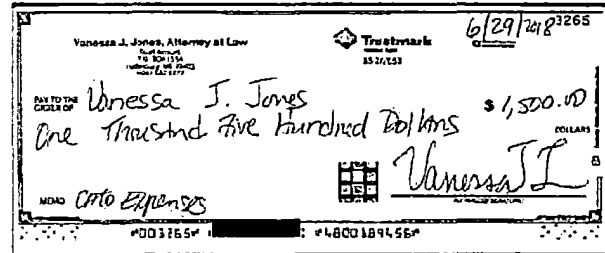


Check Images

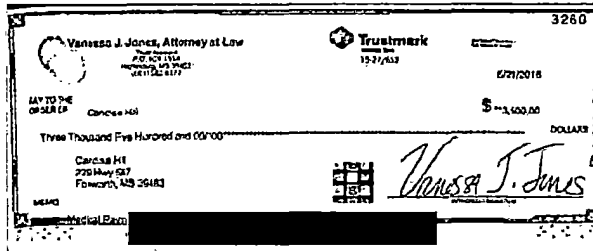
Note: The items below are true and correct copies of the original items which have been photographically reproduced by the bank.



Ck 3256 Ref 900093144 Pd 6/15 \$500.00



Ck 3265 Ref 901965427 Pd 6/29 \$1500.00



Ck 3260 Ref 900898014 Pd 6/21 \$3500.00



Customer Service 1-800-243-2524 or 1-601-981-6000.

Page 4 of 5

Account Number

Reconciliation

This section is provided to help you balance your bank statement.

Checks and
Other Withdrawals
outstanding -
Not charged to account

[illegible]

**Bank Balance
Shown on
this statement**

\$52,841.41

Add +

Deposits not credited to this statement

\$

Total

\$ |\$

Subtract —

**Checks and
Other Withdrawals
Outstanding**

\$.

Balance =

51

This balance should agree with your checkbook balance after deducting service charges and adding interest (if any) shown on this statement for previous month.



Customer News

Total Financial Services

With Trustmark's commitment to Total Financial Service, we are able to provide for your every need from checking accounts to credit cards, from mortgage loans to certificates of deposit. For more information about our many services and products, visit the Trustmark location most convenient to you.

ATM/debit card use outside the United States

If you are traveling to a foreign country and intend to use your debit card, please notify us at 601-949-4462 or 800-844-2000 Ext. 4462.

Thank you for banking with us.

109.538



Iolita

Page 5 of 5

Statement Period
From 6/01/2018 To 6/30/2018



Customer News - continued

In Case of Error or Questions About Your Electronic Transfer or Direct Deposit

Write or telephone us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or direct deposit listed on the statement or receipt. We must be notified by you no later than 60 days after we sent the first statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will generally complete our investigation within 10 business days and correct any error promptly. In some cases, an investigation may take longer, but you will have the use of the funds in question after the 10 business days. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account during the investigation.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

For questions or problems relating to your Trustmark Express Card or any electronic fund transfer, call us at 1-601-961-8000 (in the Jackson, Mississippi area) or at 1-800-243-2524 (all other locations). If you prefer you may write us at the following address:

Trustmark National Bank
Attn: Customer Contact Center
P.O. Box 291
Jackson, MS 39205-0291



**Iolita**

Page 1 of 7

Statement Period
From 7/01/2018 To 7/31/2018**Account Number**
[REDACTED]

22 Images Included

VANESSA J JONES ATTORNEY
IOLTA/TRUST ACCOUNT
PO BOX 1554
HATTIESBURG MS 39403-1554

Customer Service:

1-800-243-2524 or 1-601-961-6000
Automated Response: 24 hours/day
Representatives: Mon. - Fri., 7am-7pm;
Sat. 9am-2pm

For questions, or to receive a Trustmark Access
Number for use with automated telephone
services, call during representative hours and
choose option '0'.

FAQs available at www.trustmark.com**Summary**

Description	Transactions	Amount
Balance last statement		52,841.41
Deposits and other credits	1	+ 1,800.00
Checks and other withdrawals	24	- 9,539.73
Service charges		- .00
Balance this statement		\$45,101.68

Note: Your lowest balance during this period was \$45,101.68, and it occurred on 7/31/2018.

JULY

**Deposits and Other Credits**

Date	Amount	Description
7/24	1,800.00	DEPOSIT

Total of Deposits and Other Credits: \$1,800.00**Checks and Other Withdrawals****Checks Paid**

Number of images included in this statement: 22

Number	Date Paid	Amount	Number	Date Paid	Amount	Number	Date Paid	Amount
3261	7 /2	164.50	3266 #	7 /6	96.14	3271	7 /19	44.00
3262	7 /9	40.11	3267	7 /31	83.52	3272	7 /23	70.00
3263	7 /16	127.58	3268	7 /17	74.36	3273	7 /13	52.43
3264	7 /23	163.22	3270 #	7 /20	28.92	3274	7 /13	702.48

Thank you for banking with us.

**Ioita**

Page 2 of 7

Statement Period
From 7/01/2018 To 7/31/2018**Account Number**
[REDACTED]**Checks and Other Withdrawals - continued****Checks Paid - continued**

Number of images included in this statement: 22

Number	Date Paid	Amount	Number	Date Paid	Amount	Number	Date Paid	Amount
3275	7 /5	600.00	3279	7 /24	489.00	3284	7 /30	93.97
3276	7 /6	408.00	3280	7 /27	40.00	3285	7 /30	100.00
3277	7 /10	3,500.00	3282 #	7 /26	800.00			
3278	7 /12	200.00	3283	7 /27	300.00			

Total of Checks Paid: \$8,178.23

Indicates a break in the check number sequence before this check.

★ Represents an unnumbered check or a non-check item.

Other Electronic Transactions

Date	Amount	Description
7/2	1,113.68	INTERNET BANKING INTERNAL WEB TRANSFER TO:0002874820072629
7/24	247.82	ACH DEBIT HEALTHPORTPAY HPORT-MedR WEB Vanessa Jones

Total of Other Electronic Transactions: \$1,361.50**Service Charges****Aggregate Overdraft and Returned Item Fees**

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

**Iolita**

Page 3 of 7

Statement Period
From 7/01/2018 To 7/31/2018Account Number
[REDACTED]**Daily Balance History**

Date	Balance	Date	Balance	Date	Balance
7/1	\$52,841.41	7/12	\$46,718.98	7/23	\$45,455.99
7/2	\$51,563.23	7/13	\$45,964.07	7/24	\$46,519.17
7/5	\$50,963.23	7/16	\$45,836.49	7/26	\$45,719.17
7/6	\$50,459.09	7/17	\$45,762.13	7/27	\$45,379.17
7/9	\$50,418.98	7/19	\$45,718.13	7/30	\$45,185.20
7/10	\$46,918.98	7/20	\$45,689.21	7/31	\$45,101.68

Your Balance this Period
Balance**Check Images**

Note: The items below are true and correct copies of the original items which have been photographically reproduced by the bank.

003261

Charge To: 140031000001845337028 87IWCZ0CV6110C 04/30/18 04300001904

Pay to the order of: SANS CLUB STORES \$164.38

ONE HUNDRED SIXTY-FOUR AND 10/100 DOLLARS

ABA 065300279 Account 4803109456 Pre-Authorized Payment

#00000164504

Ck 3261 Ref 400200065 Pd 7/2 \$164.50

003264

Charge To: 1400310000030544576940 87IWCZ0CWOTDIK 07/11/18 07215074271

Pay to the order of: SANS CLUB STORES \$163.22

ONE HUNDRED SIXTY-THREE AND 10/100 DOLLARS

ABA 065300279 Account 4803109456 Pre-Authorized Payment

#00000163224

Ck 3264 Ref 701316875 Pd 7/23 \$163.22

3262

Vanessa J. Jones, Attorney at Law

6/29/2018

Hub City Buick Cube \$40.11

Forty Dollars and 11/100

Vanessa J. Jones

003262

Ck 3262 Ref 401204694 Pd 7/9 \$40.11

003266

Charge To: 1400310000030475201876 87IWCZ0CVJHCH 07/05/18 07053003265

Pay to the order of: SANS CLUB STORES \$96.14

ONE HUNDRED TWENTY-SEVEN AND 10/100 DOLLARS

ABA 065300279 Account 4803109456 Pre-Authorized Payment

#00000096144

Ck 3266 Ref 400944020 Pd 7/6 \$96.14

003263

Charge To: 1400310000030510272192 87IWCZ0CW95KN4 07/15/18 071530031208

Pay to the order of: SANS CLUB STORES \$127.58

ONE HUNDRED TWENTY-SEVEN AND 10/100 DOLLARS

ABA 065300279 Account 4803109456 Pre-Authorized Payment

#00000127584

Ck 3263 Ref 700309888 Pd 7/16 \$127.58

3267

Vanessa J. Jones, Attorney at Law

7/30/2018

Mr. Scott Overages \$83.52

Eighty-Three and 52/100

Mr. Scott Overages

PO Box 16402

Hattiesburg, MS 39404

Vanessa J. Jones

003267

Ck 3267 Ref 800517401 Pd 7/31 \$83.52



Iolita

Page 4 of 7

Statement Period
From 7/01/2018 To 7/31/2018Account Number
[REDACTED]

Check Images - continued

Note: The items below are true and correct copies of the original items which have been photographically reproduced by the bank.

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 432-5177

PAY TO THE ORDER OF
Port Arthur Investments, LLC

Twenty-Four and 00/100 \$74.36

Port Arthur Investments, LLC
PO Box 785
Port Arthur, TX 77641

MEMO
[REDACTED]

3268

Ck 3268 Ref 700578638 Pd 7/17 \$74.36

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 432-5177

PAY TO THE ORDER OF
Sole Farm

Seven Hundred Two and 00/100 \$702.48

Sole Farm
500 Broadway Drive
Hattiesburg, MS 39401-6325

MEMO
[REDACTED]

3274

Ck 3274 Ref 700058721 Pd 7/13 \$702.48

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 432-5177

PAY TO THE ORDER OF
Shoreline Health Care Services, LLC

Twenty-Eight and 00/100 \$28.92

Shoreline Health Care Services, LLC
3344 Commercial Street
Suite 201
San Diego, CA 92111

MEMO
[REDACTED]

3270

Ck 3270 Ref 701094315 Pd 7/20 \$28.92

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 432-5177

PAY TO THE ORDER OF
Eric Slater
Six Hundred Dollars

\$600.00

Medical Expenses

MEMO
[REDACTED]

3275

Ck 3275 Ref 400894009 Pd 7/5 \$600.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 432-5177

PAY TO THE ORDER OF
Holsatzburg Clinic

Forty-Four and 00/100 \$44.00

Holsatzburg Clinic
415 Box 20th Ave.
Hattiesburg, MS 39401

MEMO
[REDACTED]

3271

Ck 3271 Ref 700930470 Pd 7/19 \$44.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 432-5177

PAY TO THE ORDER OF
Sharon Thompson
Four Hundred & Eight Dollars

\$408.00

MEMO
[REDACTED]

3276

Ck 3276 Ref 401067999 Pd 7/6 \$408.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 432-5177

PAY TO THE ORDER OF
Jones County Sheriff's Office

Seventy and 00/100 \$70.00

Jones County Sheriff's Office
410 Texas Avenue
Lumberton, MS 39400

MEMO
[REDACTED]

3272

Ck 3272 Ref 701275403 Pd 7/23 \$70.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 432-5177

PAY TO THE ORDER OF
Rennie Ray
Three Thousand Five Hundred Dollars

\$3500.00

Consultant fees

MEMO
[REDACTED]

3277

Ck 3277 Ref 401568349 Pd 7/10 \$3500.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 432-5177

PAY TO THE ORDER OF
Mississippi Fire & Safety, Inc.

Fifty-Two and 00/100 \$52.43

Mississippi Fire & Safety, Inc.
PO Box 15122
Hattiesburg, MS 39404

MEMO
[REDACTED]

3273

Ck 3273 Ref 700041255 Pd 7/13 \$52.43

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 432-5177

PAY TO THE ORDER OF
USPS
Two Hundred Dollars

\$200.00

Permit #11618

MEMO
[REDACTED]

3278

Ck 3278 Ref 401884101 Pd 7/12 \$200.00

**Iolita**

Page 5 of 7

Statement Period
From 7/01/2018 To 7/31/2018Account Number
[REDACTED]

Check Images - continued

Note: The items below are true and correct copies of the original items which have been photographically reproduced by the bank.

Vanessa J. Jones, Attorney at Law
Trustmark
7/24/2018 3279
PAY TO THE ORDER OF *Sharon Thompson*
Four Hundred & Eighty Nine Dollars - \$489.00
DOLLARS
MEMO *Vanessa J. Jones*

Ck 3279 Ref 701660500 Pd 7/24 \$489.00

Vanessa J. Jones, Attorney at Law
Trustmark
7/27/2018 3283
PAY TO THE ORDER OF *Pamie Ray*
Three Hundred Dollars - \$300.00
DOLLARS
MEMO *Vanessa J. Jones*

Ck 3283 Ref 800190574 Pd 7/27 \$300.00

Vanessa J. Jones, Attorney at Law
Trustmark
7/24/2018 3280
PAY TO THE ORDER OF *Mathewburg Clinic*
Forty and 00/100
DOLLARS
MEMO *Vanessa J. Jones*

Ck 3280 Ref 800042073 Pd 7/27 \$40.00

003284
Charge for 1400310001030575155502 871WCZ0CX754PV 87729/18
57215002963
Pay to the order of: SAMS CLUB STORES
\$93.97
DOLLARS
ABA 083500270 Account 4800389056
Pre-Authorized Payment
000000013777

Ck 3284 Ref 800262053 Pd 7/30 \$93.97

Vanessa J. Jones, Attorney at Law
Trustmark
7/26/2018 3282
PAY TO THE ORDER OF *Tommy Pledger*
Eight Hundred Dollars - \$800.00
DOLLARS
MEMO *F-150 Repairs (Paid in Full)*
Vanessa J. Jones

Ck 3282 Ref 701980676 Pd 7/26 \$800.00

Vanessa J. Jones, Attorney at Law
Trustmark
7/29/2018 3285
PAY TO THE ORDER OF *Mt Olive Baptist Church*
One Hundred Dollars - \$100.00
DOLLARS
MEMO *Vanessa J. Jones*

Ck 3285 Ref 800362186 Pd 7/30 \$100.00



Iolita

Page 7 of 7

Statement Period
From 7/01/2018 To 7/31/2018

Account Number
[REDACTED]

Customer News - continued

In Case of Error or Questions About Your Electronic Transfer or Direct Deposit

Write or telephone us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or direct deposit listed on the statement or receipt. We must be notified by you no later than 60 days after we sent the first statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will generally complete our investigation within 10 business days and correct any error promptly. In some cases, an investigation may take longer, but you will have the use of the funds in question after the 10 business days. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account during the investigation.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

For questions or problems relating to your Trustmark Express Card or any electronic fund transfer, call us at 1-601-961-6000 (in the Jackson, Mississippi area) or at 1-800-243-2524 (all other locations). If you prefer you may write us at the following address:

Trustmark National Bank
Attn: Customer Contact Center
P.O. Box 291
Jackson, MS 39205-0291





Trustmark
National Bank

Post Office Box 291, Jackson, Mississippi 39205.

Customer Service 1-800-243-2524 or 1-601-961-6000.

Iolita

Page 1 of 6

Statement Period
From 8/01/2018 To 8/31/2018

Account Number
[REDACTED]

17 Images Included

VANESSA J JONES ATTORNEY
IOLTA/TRUST ACCOUNT
PO BOX 1554
HATTIESBURG MS 39403-1554

Customer Service:

1-800-243-2524 or 1-601-961-6000
Automated Response: 24 hours/day
Representatives: Mon. - Fri., 7am-7pm;
Sat. 9am-2pm

For questions, or to receive a Trustmark Access Number for use with automated telephone services, call during representative hours and choose option '0'.

FAQs available at www.trustmark.com



Summary

Description	Transactions	Amount
Balance last statement		45,101.68
Deposits and other credits	1	+ 45,000.00
Checks and other withdrawals	18	- 41,011.41
Service charges		- .00
Balance this statement		\$49,090.27

Note: Your lowest balance during this period was \$42,695.00, and it occurred on 8/3/2018.



Deposits and Other Credits

Date	Amount	Description
8/6	45,000.00	DEPOSIT

Total of Deposits and Other Credits: \$45,000.00



Checks and Other Withdrawals

Checks Paid

Number of images included in this statement: 17

Number	Date Paid	Amount	Number	Date Paid	Amount	Number	Date Paid	Amount
3286	8 /6	238.50	3293	8 /6	71.53	3297	8 /15	100.00
3287	8 /3	393.00	3294	8 /20	70.00	3299 #	8 /20	53.05
3288	8 /30	11.00	3295	8 /20	100.00	3300	8 /6	30,000.00
3292 #	8 /1	900.00	3296	8 /13	52.88	3301	8 /14	1,006.56

Thank you for banking with us.

110,185

AUGUST

**Iolita**

Page 2 of 6

Statement Period
From 8/01/2018 To 8/31/2018Account Number
[REDACTED]**Checks and Other Withdrawals - continued****Checks Paid - continued**

Number of images included in this statement: 17

Number	Date Paid	Amount	Number	Date Paid	Amount	Number	Date Paid	Amount
3303 #	8 /13	550.00	3305	8 /15	2,347.52	3307	8 /16	265.50
3304	8 /10	1,500.00	3306	8 /21	2,238.19			

Total of Checks Paid: \$39,897.73

Indicates a break in the check number sequence before this check.

★ Represents an unnumbered check or a non-check item.

Other Electronic Transactions

Date	Amount	Description
8/1	1,113.68	INTERNET BANKING INTERNAL WEB TRANSFER TO 0002874820072629

Total of Other Electronic Transactions: \$1,113.68**Service Charges****Aggregate Overdraft and Returned Item Fees**

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

**Daily Balance History**

Date	Balance	Date	Balance	Date	Balance
8/1	\$43,088.00	8/13	\$55,282.09	8/20	\$51,339.46
8/3	\$42,695.00	8/14	\$54,275.53	8/21	\$49,101.27
8/6	\$57,384.97	8/15	\$51,828.01	8/30	\$49,090.27
8/10	\$55,884.97	8/16	\$51,562.51	8/31	\$49,090.27



Statement Period
From 8/01/2018 To 8/31/2018

Account Number
[REDACTED]

Check Images

Note: The items below are true and correct copies of the original items which have been photographically reproduced by the bank.

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 961-6000

8/1/2018 3286

PAY TO THE ORDER OF *Shamiraca Williams* \$ *238.50*
Two Hundred Thirty Eight Dollars

Vanessa J. Jones

Ck 3286 Ref 801284060 Pd 8/6 \$238.50

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 961-6000

8/10/2018 3294

PAY TO THE ORDER OF *Forrest County Agricultural School* \$ *70.00*
Seventy Dollars

Vanessa J. Jones

Ck 3294 Ref 901462328 Pd 8/20 \$70.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 961-6000

8/13/2018 3287

PAY TO THE ORDER OF *Shirley Thompson* \$ *393.00*
Three Hundred Ninety Three Dollars

Vanessa J. Jones

Ck 3287 Ref 801249173 Pd 8/3 \$393.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 961-6000

8/10/2018 3295

PAY TO THE ORDER OF *Forrest County Agricultural School* \$ *100.00*
One Hundred Dollars

Vanessa J. Jones

Ck 3295 Ref 901462167 Pd 8/20 \$100.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 961-6000

8/13/2018 3288

PAY TO THE ORDER OF *Forrest County Chancery* \$ *11.00*
Eleven + 00/100

Vanessa J. Jones

Ck 3288 Ref 401025638 Pd 8/30 \$11.00

003216

Charge To: 140031000005065074924 87IWCZ0CY6KIFG 08/12/18 08122001645

Pay to the order of: SAMS CLUB STORES \$52.88

FIFTY-TWO AND 88/100 DOLLARS

ABA 065300279 Account 4800189456 Pre-Authorized Payment

Ck 3296 Ref 900411540 Pd 8/13 \$52.88

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 961-6000

8/14/2018 3292

PAY TO THE ORDER OF *Vanessa J. Jones* \$ *900.00*
Nine Hundred Dollars

Vanessa J. Jones

Ck 3292 Ref 800831632 Pd 8/1 \$900.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
(601) 961-6000

8/11/2018 3297

PAY TO THE ORDER OF *One Hundred Dollars* \$ *100.00*

Vanessa J. Jones

Ck 3297 Ref 900897678 Pd 8/15 \$100.00

003293

Charge To: 140151000003060995956 87IWCZ0CXMDUMM 08/04/18 08065002376

Pay to the order of: SAMS CLUB STORES \$71.53

SEVENTY-ONE AND 53/100 DOLLARS

ABA 065300279 Account 4800189456 Pre-Authorized Payment

Ck 3293 Ref 801328991 Pd 8/6 \$71.53

003299

Charge To: 1410310000050665974030 87IWCZ0CYP3CPC 08/19/18 08190001864

Pay to the order of: SAMS CLUB STORES \$53.05

FIFTY-THREE AND 5/100 DOLLARS

ABA 065300279 Account 4800189456 Pre-Authorized Payment

Ck 3299 Ref 901505170 Pd 8/20 \$53.05



Trustmark
National Bank

Post Office Box 291, Jackson, Mississippi 39205.

Customer Service 1-800-243-2524 or 1-601-951-8000.

Iolita

Page 4 of 6

Statement Period
From 8/01/2018 To 8/31/2018

Account Number
[REDACTED]

Check Images - continued

Note: The items below are true and correct copies of the original items which have been photographically reproduced by the bank.



Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
95-27-153

3300

08/07/18

PAY TO THE ORDER OF Candice H?

Three Thousand and 00/100

\$ 30,000.00

Vanessa J. Jones

MEMO

Ck 3300 Ref 801510559 Pd 8/6 \$30000.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
95-27-153

8/13/2018 3305

PAY TO THE ORDER OF Ferrell County Charity Clerk

See Howard Three Hundred forty seven & 40/100

\$ 2,547.52

Vanessa J. Jones

MEMO

Ck 3305 Ref 900925123 Pd 8/15 \$2347.52

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
95-27-153

3301

08/07/18

PAY TO THE ORDER OF A. Nicholas Tremonte

One Thousand Six and 50/100

\$ 1,006.56

Vanessa J. Jones

MEMO

Ck 3301 Ref 900693334 Pd 8/14 \$1006.56

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
95-27-153

3306

08/15/2018

PAY TO THE ORDER OF Jefferson Davis Cemetery Clerk

Two Thousand Two Hundred Thirty Eight and 10/100

\$ 2,238.19

Vanessa J. Jones

MEMO

Ck 3306 Ref 901775158 Pd 8/21 \$2238.19

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
95-27-153

8/9/2018 3303

PAY TO THE ORDER OF Alvin Lockett

Five Hundred & Fifty Dollars

\$ 550.00

Vanessa J. Jones

MEMO

Ck 3303 Ref 900439017 Pd 8/13 \$550.00

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
95-27-153

8/14/2018 3307

PAY TO THE ORDER OF Shaniqua Williams

Two Hundred & Sixty Five Dollars & 50/100

\$ 265.50

Vanessa J. Jones

MEMO

Ck 3307 Ref 901083775 Pd 8/16 \$265.50

Vanessa J. Jones, Attorney at Law
P.O. Box 291
Jackson, MS 39205
95-27-153

8/10/2018 3304

PAY TO THE ORDER OF Mon Ray

One Thousand Five Hundred Dollars

\$ 1,500.00

Vanessa J. Jones

MEMO

Ck 3304 Ref 900276747 Pd 8/10 \$1500.00

Thank you for banking with us.



Trustmark
National Bank

Post Office Box 291, Jackson, Mississippi 39205.

Customer Service 1-800-243-2524 or 1-601-961-6000.

iolta

Page 6 of 6

Statement Period
From 8/01/2018 To 8/31/2018

Account Number
[REDACTED]

Customer News - continued

In Case of Error or Questions About Your Electronic Transfer or Direct Deposit

Write or telephone us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or direct deposit listed on the statement or receipt. We must be notified by you no later than 60 days after we sent the first statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will generally complete our investigation within 10 business days and correct any error promptly. In some cases, an investigation may take longer, but you will have the use of the funds in question after the 10 business days. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account during the investigation.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

For questions or problems relating to your Trustmark Express Card or any electronic fund transfer, call us at 1-601-961-6000 (in the Jackson, Mississippi area) or at 1-800-243-2524 (all other locations). If you prefer you may write us at the following address:

Trustmark National Bank
Attn: Customer Contact Center
P.O. Box 291
Jackson, MS 39205-0291



IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)

THE MISSISSIPPI BAR

FILED

COMPLAINANT

v.

JUN 14 2024

CAUSE NO. 2024-B-00570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

ORDER

Pursuant to Rule 8 of the Rules of Discipline for the Mississippi State Bar, the Schedule for discovery, motion hearings and rulings, and trial and adjudication is hereby set as follows:

- (1) Counsel shall initiate all discovery not later than **August 1, 2024**;
- (2) Counsel shall file all pre-trial motions, both dispositive and non-dispositive, not later than **September 2, 2024**;
- (3) A trial on the merits of the instant cause shall be held on the **21st** day of **October**, 2024, at 9:00 a.m./p.m., to be located at Hinds County Courthouse Courtroom 2.
- (4) A final adjudication shall be entered no later than **November 19, 2024**.

BY ORDER OF THIS TRIBUNAL, this 14 day of June, 2024.



JUDGE ELEANOR J. (FAYE) PETERSON
Presiding Judge for the Tribunal

IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)

THE MISSISSIPPI BAR

FILED

COMPLAINANT

V.

JUL 10 2024

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

**ORDER GRANTING RESPONDENT'S MOTION FOR
ADDITIONAL TIME TO RESPOND**

THIS MATTER COMES BEFORE THE COURT on a Motion for Additional Time to Respond filed by the Respondent, Vanessa J. Jones. The Court, having reviewed the motion as well as the response filed by the Complainant, finds that the Motion should be granted.

IT IS SO ORDERED that Respondent Jones' request is GRANTED. The Respondent shall have sixty (60) days from the date of this Order to respond to the Formal Complaint herein.

IT IS FURTHER ORDERED that Respondent Jones shall serve responses to the Complainant's pending discovery simultaneously with the filing of her Answer to the Formal Complaint. All other deadlines shall be continued consistent with the extension granted above.

SO ORDERED AND ADJUDGED, this the 10 day of July, 2024.



CIRCUIT COURT JUDGE
HONORABLE E. FAYE PETERSON

FILED

AUG 29 2024

**IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)**

**OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS**

THE MISSISSIPPI BAR

COMPLAINANT

V.

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

RESPONDENT

ORDER DENYING RESONDENT VANESSA JONES' MOTION TO DISMISS

THIS MATTER COMES BEFORE THE COURT on Respondent Vanessa Jones' Motion to Dismiss filed on August 1, 2024. In her motion, Jones' argued her due process rights were violated as the result of an alleged "[failure] to provide a copy of the Complainant Attorney's Investigation Report pursuant to Mississippi Code Section 73-3-315" and, further, argued her First Amendment Rights were violated under Netterville v. Mississippi State Bar, 397 So. 2d 878 (Miss. 1981). The Court finds no merit to these arguments, as the response shows the Bar's service of its Hearing Report on Jones' attorney was proper under the Rules of Discipline for the Mississippi State Bar and consistent with the duties required of Bar counsel under the Mississippi Rules of Professional Conduct.

IT IS, HEREBY, ORDERED that Respondent's Motion to Dismiss is DENIED.

SO ORDERED AND ADJUDGED, this the 28th day of August, 2024.



**CIRCUIT COURT JUDGE
HONORABLE E. FAYE PETERSON**

IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)

THE MISSISSIPPI BAR

FILED

COMPLAINANT

V.

SEP 10 2024

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

ORDER GRANTING RESPONDENT'S MOTION TO STAY PROCEEDINGS
PENDING INTERLOCUTORY APPEAL

THIS MATTER COMES BEFORE THE COURT on a Motion To Stay Proceedings Pending Interlocutory Appeal filed by the Respondent, Vanessa J. Jones. The Court, having reviewed the motion, finds that the Motion should be granted.

IT IS SO ORDERED that Proceedings are Stayed until such time as the Respondent's application for Interlocutory Appeal has been addressed by the Mississippi Supreme Court. All scheduled dates are hereby continued.

SO ORDERED AND ADJUDGED, this the 10 day of September, 2024.



CIRCUIT COURT JUDGE
HONORABLE E. FAYE PETERSON

IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINANT TRIBUNAL)

FILED

THE MISSISSIPPI BAR

COMPLAINANT

FEB 05 2025

V.

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

**ORDER LIFTING STAY
&
SETTING SCHEDULING ORDER**

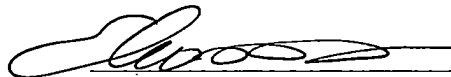
THIS CAUSE comes before the Court *sua sponte* on a Motion to Lift Stay and For Entry of a Scheduling Order filed by The Bar. The Court, having considered the facts and circumstances and having received notice of the Mississippi Supreme Court's Order denying Respondent's application for Interlocutory Appeal, does hereby lift the stay and set the following deadlines.

IT IS THEREFORE ORDERED:

a. The Respondent shall:

- i. by Feb 18, 2025 file an Answer to the Formal Complaint which was served on June 6, 2024;
- ii. by Feb 25, 2025 answer the Bar's First Set of Interrogatories where were served on or about June 13, 2024;
- iii. by Feb 25, 2025 respond to the Bar's First Set of Requests for Production of Documents which were served on or about June 13, 2024; and
- iv. by Feb 18 2025 respond to the Bar's First Set of Requests for Admission which were served on or about September 3, 2024;

SO ORDERED this the 5 day of February, 2025.



**CIRCUIT COURT JUDGE
HONORABLE E. FAYE PETERSON**

IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)

THE MISSISSIPPI BAR

FILED

COMPLAINANT

V.

FEB 26 2025

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

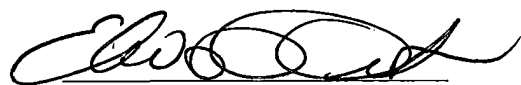
**ORDER GRANTING RESPONDENT'S MOTION FOR
EXTENSION OF TIME TO RESPOND TO RFA AND DISCOVERY**

THIS MATTER COMES BEFORE THE COURT on a Motion for Additional Time to Respond to the Formal Complaint filed by the Respondent, Vanessa J. Jones. The Court, having reviewed the motion as well as the response filed by the Complainant, finds that the Motion should be granted.

IT IS SO ORDERED that Respondent Jones' request for an extension is GRANTED. The Respondent shall respond to the Formal Complaint herein by March 10, 2025.

IT IS FURTHER ORDERED that Respondent Jones' discovery response deadlines shall be extended twenty (20) days, consistent with the extension granted above.

SO ORDERED AND ADJUDGED, this the 26 day of February, 2025.



CIRCUIT COURT JUDGE
HONORABLE E. FAYE PETERSON

IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)

THE MISSISSIPPI BAR

FILED

COMPLAINANT

V.

MAR 07 2025

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

RESPONDENT RESPONSE TO FORMAL COMPLAINT

COMES NOW, Respondent, Vanessa J. Jones and responds to the formal complaint in this forgoing matter. As a consequence of the formal complaint being launched against respondent this response is within jurisdiction of the Mississippi Supreme Court because Respondent is a barred attorney under the honorable court.

As such, the facts and laws that seems to align with attorney are as follows:

First, Respondent avers that “The Supreme Court of Mississippi has exclusive and inherent jurisdiction in bar disciplinary matters.” Miss. Bar v. Pels, 708 So.2d 1372, 1373 (Miss.1998). *See also R. Discipline Miss. State Bar 1(a)*. In matters involving attorney discipline, this Court conducts a de novo review. Miss. Bar v. Shelton, 855 So.2d 444, 445 (Miss.2003) (citing Pels, 708 So.2d at 1373). *See also R. Discipline Miss. State Bar 9.4*. This Court must decide each disciplinary case on its own unique merits. Fougerousse v. Miss. State Bar Ass'n, 563 So.2d 1363, 1366 (Miss.1990). “On appeal, this Court, ‘shall review the entire record and the findings and conclusions of the Tribunal, and shall render such orders as the Court

may find appropriate.’ ” Miss. Bar v. Sweeney, 849 So.2d 884, 887 (Miss.2003) (quoting Foote v. Miss. State Bar Ass'n, 517 So.2d 561, 564 (Miss.1987)). This Court may give deference to the findings of the Tribunal. Id. “This Court is free to evaluate the discipline imposed on an attorney and on review modify punishment as needed to best serve the interest of the Bar and the public.” Parrish v. Miss. Bar, 691 So.2d 904, 907 (Miss.1996). “The burden is usually on the Mississippi Bar to show by clear and convincing evidence that an attorney's actions constitute professional misconduct.” Shelton, 855 So.2d at 445 (quoting Pels, 708 So.2d at 1373).

Facts subscribed by the Honorable Mississippi Bar¹

1. On or around March 16, 2022, Mike Mackie of High Rise Financial LLC filed an informal Bar Complaint against Ms. Jones for alleging that *she failed to safe keep property and properly pay liens* regarding settlement proceeds from a client’s personal injury claim, notably the client is Candise Hill, Attorney Vanessa J. Jones client.² Even though there did not exist any attorney client relationship with High Rise Financial.
2. Respondent, being concerned about the applicability of her U.S. Due Process Rights under the 14th Amendment of the U.S. Constitution, inherits the defense that High

¹ The paragraph numbers stated in Respondents Response through out this this response references the ¶ numbers found in the honorable Mississippi Bar’s Formal Complaint

² At no time has Mike Mackie nor High Rise Financial LLC been a client of attorney Vanessa J. Jones Law Firm.

Rise Financial MS Bar Complaint is severed as a claim against Respondent due to the Statute of Limitations for the date of its bar complaint. Found at Respondent's **exhibit D**, The Honorable Mississippi Bar, at the authority of the Honorable Glen Waddle, on March 12, 2021, and during an email exchange with Mike Mackie, was told: "Please *remember that there is a 3 year time limit to file bar complaints with the Office of General Counsel*, however, the Consumer Assistance Program will only keep this particular file open for 30 days from the date of this letter". As a result, the honorable Mississippi Bar seems to be violating the Mississippi Statute that they published to Mike Mackie in the March 15, 2021 letter, hereto attached as exhibit D, and such violation seems to offend the U.S. 14th Amendment of Due Process, right to be treated equally as other citizen under the jurisdiction of the State of Mississippi and the United States.

3. Thereafter, the Honorable Mississippi Bar complaint stated at ¶[4] that Candice Hill signed a retainer agreement with attorney Jones around May 24, 2018 arising from an automobile accident. Please see **exhibit B**
4. Furthermore, ¶[5] of the complaint states: " page one of the retainer agreement provides in part that "it is understood and agreed that if surrogated claims by third parties exist resulting from said accident, said attorney shall hold the same in trust and tender sums directly to said third parties from the settlement proceeds." In the instant case, it appears that the complaint misconstrues the letter of acknowledgement as a lien, contract and attorney client relationship *between attorney Jones and High Rise*

Financial, rather than the client, Candise Hill and attorney Jones. Jones avers the duty is not the same. Accordingly, it is Ms. Hill whom has the authority to direct attorney Jones, DUE TO THE ATTORNEY CLIENT RELATIONSHIP, and in this case, such directions were provided to attorney Jones by Ms. Hill to not pay High Rise Financial until the matter was resolved in Federal Court or on arbitration. So attorney Jones held, and (still holding the amount in trust until the parties resolve the conflict or arbitration arises), and that High Rise Financial has not contacted said attorney for any monies, and that client Ms. Hill, prior to the informal Bar complaint, was attempting suit against the California Company for predatory lending and this attorney would have been the plaintiff's attorney. However, before resolution to the arbitration matter could be resolved, High Rise, instead of going after the party whom they say breached its duty to them, attacked this attorney. Among other claims, the Honorable Mississippi Bar construed the letter of acknowledgement of receiving a document between High Rise Financial and Ms. Hill as a contract with the lawyer of Ms. Hill and High Rise Financial. Respondent contends that "A letter of acknowledgment is a formal document that *confirms the receipt of something*, such as a document, service, or donation. It can also be used to express gratitude or recognize an achievement. Collins Dictionary <https://www.collinsdictionary.com> › dictionary › english. As such, Respondent maintains that the duty to the client was to remind the client of the acknowledge agreement and hold the sum of \$2,000 in trust until it is fought in court and/or arbitrated. High Rise Financial did not send any document to

attorney Jones stating that they have a lien on Ms. Hills claim with the insurance company, rather, they stated just the opposite and a showing that the contract agreement is between the Seller, Ms. Hill and High Rise Financial as the Purchaser. In fact, the contract says at section 2.1 Non recourse; contingent right; risk of loss... This transaction involves a substantial economic risk and a bona fide risk of loss to Purchaser....“ Additionally, the contract between Ms. Hill and High Rise Financial also states at §2.2 No control over claim[s] The parties agree that Purchaser will have no control, influence or involvement in the prosecution OR SETTLEMENT OF THE LEGAL CLAIM(S), nor will the Purchaser be involved in the DECISIONS OF SELLER and SELLER’S attorney relating to the Legal Claim.

5. Moreover, the contract between those two parties at §2.4 NO Attorney Client Relationship ; NO Obligations with Respect to Legal Claim(s) Purchaser is not engaged in the practice of law and is not serving as Seller’s attorney and DOES NOT assume or have any responsibility or obligation of ANY KIND WHATSOEVER to Seller or Seller’s Attorney in connection with the Legal Claim(s). Additionally, §2.5 Decisions Regarding Legal Claim(s) Purchaser and Seller acknowledge and agree that Purchaser shall have NO right to and will NOT make ANY DECISION with respect to the CONDUCT of the Legal Claim(s) or ANY Settlement or resolution thereof and that right to make such decisions remain solely with Seller and Seller’s Attorney.
6. Here, client, Candise Hill gave strict instructions to attorney Jones, at settlement date, not to pay any monies to High Rise Financial, but to hold the money in trust until the

matter of the predatory lending is filed against High Rise in a Federal Court of Law and/or arbitration resolves the conflict. Attorney did just that, and to this day, the account still has the amount in conflict holding in trust, but attorney was distracted in filling the law suit due to the bar complaint issues against the attorney.

7. Mississippi Supreme Court, under M.R.P.C.1.12 Scope of Representation emphatically hold that the duty to a client¶ 23. Rule 1.2(a) provides that a lawyer shall abide by a client's decisions concerning the objectives of representation and shall consult with the client as to the means by which they are pursued. M.R.P.C. 1.2(a). Rule 1.3 requires a lawyer to act with reasonable diligence and promptness in representing a client. M.R.C.P. 1.3. For either rule to be implicated, an attorney-client relationship must exist. Mississippi Bar v. Thompson, 5 So. 3d 330, 335 (Miss. 2008). Additionally, the Mississippi Supreme Court holds that: "M.R.P.C. 1.2(a) states: A lawyer shall abide by a client's decisions concerning the objectives of representation, subject to paragraphs (c), (d) and (e), and shall consult with the client as to the means by which they are to be pursued. A lawyer shall abide by a client's decision whether to accept an offer of settlement of a matter. In a criminal case, a lawyer shall abide the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify. Liebling v. The Mississippi Bar, 929 So. 2d 911, 914–15 (Miss. 2006). As such, Respondent contends that she followed the instructions of her client Ms. Hill and held/holds the amount in conflict in trust until the Federal Suit against High Rise Financial is filed

unless High Rise decides to attempt arbitration regarding the matter. Therefore, attorney Vanessa Jones followed the rules in this instance of the formal Bar Complaint.

8. Found at ¶[6] The Honorable Mississippi Bar admittedly states that Ms. Hill and High Rise Financial entered into a “Non-recourse Purchase Agreement”, please see **exhibit C**, the entire agreement. There, it is clear that attorney Vanessa J. Jones was not a party to that contract, instead, only given the document that her client is the party to the contract. As a result, it is not the attorney job nor duty to decipher through a contract of which she was not retained by Ms., Hill to fight for the rights asserted in the contract, and certainly by High Rise Financial whom interest conflicts with Ms. Hill. Therefore, attorney Jones has not violated any rule to safeguard the client, Ms. Hills property nor the third party³.

9. Furthermore, Mississippi Supreme Court tends to align with Respondent’s response in that they said: " **It is the client's decision as to whom to hire and what fee to pay** “**Obert L. Grp., P.A. v. Holt**, 328 So. 3d 622, 634 (Miss. 2021). Likewise, in this case, client Candise Hill said to attorney Jones, do not pay High Rise Financial because of the predatory lending, I want to sue them in Federal Court. Attorney Jones told Ms. Hill that she will have to hold the money for arbitration and/or such lawsuit.

Attorney Jones did exactly that.

³ Upon interpretation of the commentary to rule 1.15 third party typically means the bank or finance institution whom is sending or presented monies to the attorney on behalf of the attorney’s client. In this instant Farm Bureau would have been the third party and the check was payable to both Ms. Hill and attorney Jones. Therefore, no violation present.

10. Then at ¶[7] the honorable Mississippi Bar shows the purchase agreement in part⁴ showing that on 06/18/2018 to 12/18/2018 Ms. Hill might have been due \$3,000 even though the Purchase price in the month of June was \$2,000. Ms. Hill stated to attorney Jones that it was predatory lending to charge her a \$1,000 dollars for one month use of the money. Attorney Jones response was that the contract between High Rise and Ms. Hill was not was attorney Jones was engaged for, but would consider the representation for the Federal Lawsuit. It goes with noting when High Rise was instructed of the rules in filing a complaint against a lawyer 03/15/2021, High Rise stated that High Rise Financial amount was \$2,000-\$3,000, but the document to the MS Bar, last page of **exhibit D** shows \$6,829.00. As such, Ms. Hill's claim is at a 300% increase in cost, which again is why there exist a discrepancy in the matter. And like the Court's of Mississippi it is not the job of the attorney to weigh the evidence of predatory lending, rather, as in this case, leave it to the arbitrator or Federal court as a lawsuit. As such, attorney Jones did not violate the rules of M.R.P.C 1.15 (a)(b)nor (j).

11. Next at ¶[8] the honorable Mississippi Bar seems again to argue on behalf of a non-client, High Rise Financial. It simply states, as though attorney Jones signed an Irrevocable Letter of Direction", and not Ms. Hill. The document clearly shows that the signer of the irrevocable letter of direction is Miss Hill. On the other hand, attorney Jones merely signed the attorney acknowledgment that she has been provided

⁴ The entire agreement is at **exhibit C**.

a copy of the contract that her client, Ms. Hill signed. Please see **exhibit F**. Thus, attorney Jones committed no violation of M.R.P.C. 1.15(a)(b)(j) because she held the monies in trust and there is a discrepancy between contracted parties that attorney Jones is not a party to. Further, even the honorable MS Bar, in their formal complaint at ¶[8] shows that the language used was between Ms. Hill and High Rise Financial and used the language that seems to make the duty to action be of that of Ms. Hill, not attorney Jones, meaning that High Rise could have issued a lien on the account directed specifically to attorney Jones, instead, they seem to have asked, not mandated that Candice Hill direct attorney Jones to withhold their money, they relied upon Candice Hill, not Jones to get their money so attorney Jones did nothing wrong, the money was held because there is a discrepancy of payment to High Rise Financial. Thus Attorney Jones is likely not in violation of the rule of professional conduct because she had no duty to High Rise Financial, instead, the contract makes client Candice Hill responsible for said agreement.

12. As pertaining to ¶[9] The Honorable Mississippi Bar acknowledges that a check from Farm Bureau was issued and payable to attorney Jones for \$5,000 for Ms. Hill's Med-payment and the check was deposited says MS Bar at ¶[12], and attorney Jones law firm distributed a check to Ms. Hill for \$3,500. please see ¶[13]. As such, there is no violation of M.R.P.C.1.15(a)(b)(j). Also, at ¶[14] The MS Bar states that attorney Jones distributed \$1,500 to herself from the trust account, and according to the honorable MS Bar, "according to Ms. Jones, this \$1,500 was reimbursement for

\$1,500 she had previously advanced Ms. Hill for medical expenses. However, attorney Jones believes that the honorable MS Bar has mistaken the fact of this matter as reimbursement, instead of the \$1,500 is payment to attorney Jones, not any reimbursement. The math fits the contract between client Hill and attorney Jones. Please see **exhibit B**.

13. Now to revert back to ¶[11] attorney Jones refers the court to exhibit [F], the acknowledgement letter, states what the M.R.P.C. 1.15 holds and that is to retain the proceeds of disputed matters in trust, make disbursement to client from the trust account, and inform High Rise Financial upon settlement Ms. Hill's legal claim and request a pay off.⁵ After a review of the footnote, attorney Jones believes that the honorable MS Bar will agree with her that the duty owed by the attorney was to the client, Candice Hill. Like stated above, the client must give the green light to disclose her monies to another party especially when such disclosure is greater than a month later. Therefore, there exist no violation of any M.R.P.C.

14. Next, the honorable MS Bar at ¶[15] merely says "In June 2018" without any specificity of the fact, making the response in this complaint difficult because factual date does not align with the statement in June, because the next date given by the honorable MS Bar at ¶[16] says on or about July 30, 2018, Farm Bureau issued a \$45,000 check payable to Ms. Hill and Ms. Jones' firm as part of the settlement. In

⁵ The document says "attorney agree that upon request from High Rise Financial" to inform them of attorney's client settlement information. However, the client must allow that to happen upon the time of process which was greater than the date of the document.

response, the MS Bar seems to agree that a check was issued to the client with the attorney's name on it and that is within the rules for safekeeping. Therefore, not an issue in this matter.

15. However, then the honorable MS Bar seems to state at ¶[17] that "Ms. Jones failed to inform High Rise Financial of the settlement." Again, pursuant to the rules and case law cited above the scope of duty is to the client, not a non-client as is this case.

16. Then coinciding with ¶[16] ¶[18] confirms that attorney Jones followed the rules when the honorable MS Bar says that "On August 6, 2018, Ms. Jones deposited Farm Bureau's \$45,000 check into her firm's trust (IOLTA) Account." "That same day, Ms. Jones issued a check payable to Ms. Hill in the amount of \$30,000. Ms Jones retained \$15,000 of the settlement proceeds as attorneys' fees she claims that she earned i the representation, as set forth in the settlement statement she prepared.

17. In the instant case, attorney Jones is still not showing any violation of M.R.P.C 1.15 because deposited the check, immediately paid the client from the IOLTA account earned her payment from the proceeds, and the contract between the client and the lawyer is at **exhibit B**. Therefore, the complaint should be dismissed because there are no failures and no proof of failures by attorney Jones.

18. Next, at ¶[19] the honorable MS Bar claims that attorney Jones failed to distribute any funds to High Rise Financial, as previously instructed by Ms. Hill. At issue with this claim by the honorable MS Bar is that the instructions, **exhibit E**, is irrevocable letter of direction signed by High Rise Financial customer, Candise Hill, not attorney

Jones,⁶ as called by High Rise Financial was at the time of distribution and settlement, was old and Ms. Hill instructed attorney Jones not to pay High Rise. As a result, the attorney duty is to its client, not a non-client, and the monies are to this date still in the trust account awaiting arbitration and lawsuit. Moreover, Respondent is concerned that the MS Bar issues have left the cause of action of being in violation of M.R.P.C. 1.15(a)(b),and (j) to being a representer of High Rise Financial because there has to first be a client attorney duty before there can be an argument for a Bar Complaint about violating rule 1.15.

19. As to the honorable MS Bar assertion at ¶[20] regarding something that attorney Jones said, seems to be hearsay because they do not attach any written document about High Rise having a lien subordinate to the claims.

20. Paragraph [21] is merely stating what High Rise Financial has in its agreement with client Candice Hill, not any contractual agreement between attorney Jones and High Rise Financial. Therefore, attorney Jones contends that she has not violated rules 1.15 because she held in trust the funds from Farm Bureau and paid the monies to client Candice Hill as demanded by client Candice Hill.

21. Next, ¶[22] The honorable Mississippi Bar states: “the IOLTA account bank records for Ms. Jones’ firm for the months of July 2018 through January 2023 show multiple personal and/or business expenses improperly paid from the trust account. However,

⁶ Attorney Jones signature is only under the attorney acknowledgement section of the page, not the “Sellers” signature.

as stated in the RFA statements propounded upon attorney Jones, during that time period attorney Jones was dealing with a death and the death of her children father, along with her own personal emotional trauma that was so intense that she sought the help from the Mississippi Lawyers and Judges Assistance Program. Attorney Jones replied in her RFA responses that at that time she had an officer manager, Kenneth Johnson , please see exhibit A. While reviewing the affidavit of Kenneth Johnson, the office manager, and rather than copy all of the RFA and responses to this answer to complaint, attorney Jones shows one of the question hereto:

22. **RESPONSE NO. 15:** Deny/Object as characterized “Jones’ IOLTA Account records for November 1, 2018 to November 30, 2018 (attached hereto as **Exhibit 5**) show that Ms. Jones paid personal expenses from her attorney trust account.”*Notwithstanding the denial/objection, It was Ms. Jones Office Manager Kenneth Johnson whom inadvertently paid expenses with Only Ms. Jone’s earned income from the IOLTA Account. Respondent re-affirms that the money that was in the IOTLA Account and that which was spent was earned income of Ms. Jones and never the monies of any client. Each and every client timely received their funds at the time of transaction.* Please see **exhibit A** attached hereto.

23. As such, attorney Jones was not the writer of either check during the time period that the honorable Mississippi Bar suggests, rather the authority to write and sign checks was given to the Officer Manager, whom did not intentional violate the office policy but actually thought he was doing it right.

24. It goes noting that the IOLTA account paid each and every client and their expense from the claim timely and the balance on the account each month was in the thousands, which was the mistake of the Office Manager, Kenneth Johnson not transferring the earned income of attorney Jones out of the IOLTA.

Respondent prays for the court's mercy and ask that the court, Tribunal remembers back when he was practicing law that lawyer could make a mistake in not micro managing an employee. And that sometimes a lawyer wears the hat of the mother, wife, advisor, writer of pleas, arguer of facts and law, showing up for court and other duties that it is more likely than not, that one of the duties get the short end of the stick, but that was not an intentional act to to deceive, hide, or even distract the monies in the account by attorney Jones nor her Office Manager, Kenneth Johnson, as shown as attached hereto as **exhibit A**. Similarly in *The Mississippi Bar v. Ogletree*, 226 So. 3d 79, 89 (Miss. 2015), reinstatement granted sub nom. *Ogletree v. Mississippi Bar*, 269 So. 3d 102 (Miss. 2018) the court opined that : "I also agree with the majority's assessment that "Ogletree's conduct was certainly careless and possibly negligent," but that he did not seem to have an intent to steal. Here, the monies, after paying the client and associated expenses that belong to the client, was the earned income of attorney Vanessa Jones, and that earned income accumulated in thousand of dollars, it was never the money of a client, so the client's trust was never compromised at any time. Moreover, there did not exist even one check that showed a misappropriation of a client funds, rather a surplus in the account of earned income waiting to be transferred.

25. In another attorney case involving the Honorable Mississippi Bar, the Mississippi Supreme court opined that: "the balance in McIntyre's trust account "was less than the

amount entrusted to him on several occasions,” *he had overdrawn the account, he had written personal and business checks out of the trust account, and he had misappropriated clients' funds.* *88 McIntyre, 38 So.3d at 622 (¶ 12). Here, that is not the case, attorney Jones never used client’s money for anything, she never overdrawn the account, and the trust account was never less than the amount entrusted to her through any year, and no misappropriation of clients funds was ever performed by the Office Manager. This is shown in the consistency of the Office Manager to write checks from that account without stopping to consider to whom he wrote the checks to. For instance, checks written to the clerk of different counties, and different months shows that the Officer Manager was consistent in his inadvertent thinking. Respondent avers that if she was aware of the trust placed on the Office Manager, she would have immediately rectified the problem, but she admitted to the Mississippi Bar that her account had been hacked and compromise which was the first opportunity to see the problem of work performance by her office manager and the opportunity to correct the same immediately upon having constructive knowledge of said problem. Additionally, Respondent proclaims that no harm(no actual injury to a client), or to any client was done as a result of the actions of her office manager mistake, nor was any client without the use of their monies in trust because each and every client and or their expense was paid by the office manager. Moreover, Respondent has never been reprimanded by the honorable MS Bar in the nearly [30] years of practicing law in Mississippi.

26. On the other hand, in McIntyre v. Mississippi Bar, 38 So. 3d 617, 622–23 (Miss. 2010) the court held that *the Court held that for a client to lose use of his funds for even a short time gives “rise to actual injury,” and “the potential for the clients’ total loss of use of the funds made the potential injury great.”* Id. at 627 (¶ 31). *The Bar had reprimanded McIntyre on five separate occasions and once suspended him for one year, which was evidence of a pattern of misconduct.* Id. at 624, 627 (¶¶ 22, 33–34). The Court affirmed McIntyre’s disbarment. Id. at 628 (¶ 40).

27. Additionally, the Mississippi Supreme Court has provided mitigating factors that could assist in the prevention of a serious reprimand against a barred attorney “An attorney accused of misconduct may offer this Court any mitigating factors which he or she thinks serve to diminish his culpability and subsequently diminish the severity of the sanction to be imposed by this Court. See Vining v. Miss. State Bar Ass’n, 508 So.2d 1047, 1049 (Miss.1987). The tribunal is not required to accept mitigation evidence as absolute truth, but must determine how much weight to accord the evidence presented. With regard to the mitigation evidence presented, the tribunal said: McIntyre v. Mississippi Bar, 38 So. 3d 617, 623 (Miss. 2010). Mitigation 9.31 Definition. **Mitigation or mitigating circumstances are any considerations or factors that may justify a reduction in the degree of discipline to be imposed. 9.32 Factors which may be considered in mitigation.**

Mitigating factors include: (a) absence of a prior disciplinary record; (b) absence of a dishonest or selfish motive; (c) personal or emotional problems; (d) timely good faith

effort to make restitution or to rectify consequences of misconduct; (e) full and free disclosure to disciplinary board or cooperative attitude toward proceedings; (f) inexperience in the practice of law; (g) character or reputation; (h) physical disability; (i) mental disability or chemical dependency including alcoholism or drug abuse when: -9- (1) there is medical evidence that the respondent is affected by a chemical dependency or mental disability; (2) the chemical dependency or mental disability caused the misconduct; (3) the respondent's recovery from the chemical dependency or mental disability is demonstrated by a meaningful and sustained period of successful rehabilitation; and (4) the recovery arrested the misconduct and recurrence of that misconduct is unlikely; (j) delay in disciplinary proceedings. (k) imposition of other penalties or sanctions; (l) remorse; (m) remoteness of prior offenses.

28. In this case, Respondent has not had a previous reprimand from the honorable Mississippi Bar, There exist no showing of Respondent being dishonest or selfish motive in this formal complaint from the MS Bar, Respondent did have sundry of emotional problems so much so that she even sought help from the Mississippi Lawyers and Judges Assistance Program⁷ during the same time period of the Mississippi Bar complaint, protest about, Respondent timely rectified and corrected the problem once it was brought to her attention that the account had been hacked,

⁷ The Honorable Mississippi Bar and the Mississippi Supreme Court seems to suggest that lawyers should seek help for their emotional problems through their agency. So to turn around and advocate against the very conduct they are trying to help the lawyer with by offering the program, might appear mistaken in itself.

and office manager Kenneth Johnson no longer works there and Respondent manages everything herself, Respondent provided the honorable Mississippi Bar disclosure to the account and cooperated with the honorable Mississippi Bar regarding the account, Respondents has never had a disciplinary from the honorable MS Bar since she has been practicing nearly [30] years, which shows her reputation is good to the public since the public are the potential clients, Respondent does not have a physical disability, although mentally, as any other lawyer, she has been exhausted in trying to help others, and the respondent's recovery from the chemical dependency or mental disability is demonstrated by a meaningful and sustained period of successful rehabilitation; and (4) the recovery arrested the misconduct and recurrence of that misconduct is unlikely; (j) delay in disciplinary proceedings. (k) imposition of other penalties or sanctions; (l) remorse; (m) remoteness of prior offenses are not applicable to the cause of action prescribed by the Mississippi Bar.

29. Likewise, in a similar Bar Complaint case, *Catledge v. Mississippi Bar*, 913 So. 2d 179, 192 (Miss. 2005), the Mississippi Supreme Court opined that the Tribunal found that Catledge satisfied its concern about protecting the public by his implementation of an office accounting system to safeguard against any potential problems in the future. *Catledge v. Mississippi Bar*, 913 So. 2d 179, 192 (Miss. 2005). The Tribunal found that Catledge *did not* use the money from a temptation to use Shields's money for his own use. While Catledge's actions are not condoned, his actions were not as egregious as those relied upon by cases cited by the Bar. Further, the Tribunal found

that Catledge *satisfied its concern* about protecting the public by his implementation of an office accounting system to safeguard against any potential problems in the future. **Catledge v. Mississippi Bar**, 913 So. 2d 179, 192 (Miss. 2005).

30. Also, like the instant case facts before the Mississippi Bar, the Mississippi Supreme Court also held that: "The Tribunal also determined that Catledge *did not intentionally utilize Shields's funds*, he **implemented corrective procedures**, *never made any misrepresentations and cooperated with the Bar in this matter*. The Tribunal determined *that Shields suffered no harm or injury because she received all the money owed to her on or before requesting payment*. The Tribunal considered all the past disciplinary matters involving Catledge. Nevertheless, it found that Catledge was simply inattentive to controlling his office accounting. **Catledge v. Mississippi Bar**, 913 So. 2d 179, 192 (Miss. 2005) **CONCLUSION ¶ 62**. For the foregoing reasons, William E. Catledge is suspended from the practice of law in the State of Mississippi for 90 days from and after this opinion and shall pay the costs of this proceeding. **Catledge v. Mississippi Bar**, 913 So. 2d 179, 192 (Miss. 2005)

31. Moreover, Here, Respondent argues similarly to Catledge, and the difference being that Respondent relied on her office manager to use only the appropriate account as taught for trust account matters, he forgot by mistake and no injury was ever created as a result of that inadvertent mishap. In the case of " Catledge admits that he violated M.R.P.C. 1.15 by failing to keep Shields's money separate from his own. He contends that any argument by the Bar *that suggests that his conduct was more than*

inadvertent "without knowledge or intent,"] commingling fails on the proof.

Catledge v. Mississippi Bar, 913 So. 2d 179, 187 (Miss. 2005). It follows that a dismissal of the Mississippi Bar formal complaint is warranted for the foregoing reasons.

32. The Honorable Mississippi Bar seems to opine that the Catledge case issues were centered on whether there were sufficient funds in the trust account at all times of the dispute. "According to the Bar, the issue centers on whether there were adequate funds in the payroll account at all times to cover the trust obligations". Catledge v. Mississippi Bar, 913 So. 2d 179, 187 (Miss. 2005).
33. In the instant case, there is a slight distinguishable fact that tends to weigh heavily in favor of attorney Jones than that of the Catledge case, in that Respondent had kept a fortress of earned income in the account at all times.
34. One of the strongest argument made by Respondent Jones, in this case, is most similar to the Mississippi Supreme Court case in Miss. Bar v. Pels, 708 So.2d 1372 (Miss.1998) where Pels "argues that the facts of his case are less egregious and distinguishable from other cases imposing sanctions of either three years or disbarment. Of all the cases imposing these sanctions, Catledge alleges that his case is most similar to Miss. Bar v. Pels, 708 So.2d 1372 (Miss.1998). In Pels, the attorney received sanctions from the District of Columbia due to commingling client funds with general and operating funds. The Mississippi Bar processed the action for

reciprocal discipline, and **this Court imposed a thirty day suspension.** *Id.* at 1376.

This Court held:

We recognize the seriousness of commingling personal funds with those of the client. We are considerably persuaded in the present case, however, by the observations of the amici curiae appointed *186 by the United States Court of Appeals for the District of Columbia Circuit. They note that *the record reveals no evidence that Pels engaged in any dishonesty, misrepresentation to his client, lying to the disciplinary authorities, or systematic diversion of his client's funds for personal purposes.* Conduct of this egregious nature has been present in virtually all misappropriation cases where this Court has concluded that disbarment was necessary. *See, e.g., Clark v. Mississippi State Bar Ass'n*, 471 So.2d 352, 354 (Miss.1985) (attorney withdrew and spent funds from conservatorship's savings account then filed reports reflecting balance in account when *no account existed*); *Gex [v. Mississippi Bar]*, 656 So.2d 1124, 1125–26 (Miss.1995)] (attorney misrepresented his authority to cancel deed of trust in return for payoff when in fact he had assigned his interest in the deed to a third party; he then received and used the payoff funds for personal expenses); *Haimes v. Mississippi Bar*, 601 So.2d 851, 852–53 (Miss.1992) (attorney transferred \$5000.00 belonging to guardianship of incompetent to personal account and paid himself unauthorized “fees” for services rendered). *Catledge v. Mississippi Bar*, 913 So. 2d 179, 185–86 (Miss. 2005). Not one of those cases are analogous to the present case involving Respondent Jones.

This Court further held that under the totality of the circumstances “the purposes of attorney discipline—preservation of the dignity and reputation of the legal profession and the protection of the public—are properly served by a thirty-day suspension.” See Haimes, 601 So.2d at 854 (“ primary purpose of disciplinary action is to vindicate the reputation of the bar in the eyes of the public”). Catledge v. Mississippi Bar, 913 So. 2d 179, 186 (Miss. 2005). It follows that the Mississippi Bar is vindicated in that no harm was ever exercised by the office manager nor Respondent Jones, and the recovery of implementing a safeguard to protect monies in the future has been implemented.

35. Furthermore, and like Catledge and Pels cases, Respondent Jones ask this honorable court: “Catledge urges this Court to impose sanctions no greater than those in Pels. Catledge cites to cases from other jurisdictions, such as In re Conduct of Mannis, 295 Or. 594, 596, 668 P.2d 1224 (1983), wherein the Oregon Supreme Court sanctioned an attorney with a public reprimand for commingling funds. In Mannis, the Court considered that the attorney's commingling was done without an intent to enrich himself, the client had no harm, and the attorney implemented a system for banking, accounting and bookkeeping. Id.

¶ 27. Catledge distinguishes his actions from those of other attorneys. In Coleman, Catledge argues that the attorney intentionally wrote a check to himself and deposited it into a personal account from which he and his wife wrote over 72 checks. Catledge claims that his commingling was inadvertent, unintentional, brief and his client was never

delayed in the use of her funds. Catledge v. Mississippi Bar, 913 So. 2d 179, 186 (Miss. 2005).

36. In the instant case, Respondent Jones proclaims that the money to pay clients was there each month, but that her then office manager, inadvertently, used the wrong account, ITOLA account instead of operations account; no intention was found, please see office manager's affidavit at ex. A.

37. Respondent further the plea for help from the court by showing the court that in itself they held that: "In Mississippi State Bar Ass'n v. A Mississippi Attorney, 489 So.2d 1081, 1083–84 (Miss.1986), this Court announced a list of factors which should be considered when imposing discipline including but not limited to the following:

- (1) the nature of the misconduct involved;
- (2) the need to deter similar misconduct;
- (3) the preservation of the dignity and reputation of the legal profession;
- (4) the protection of the public; and
- (5) sanctions imposed in similar cases.

See also *Alexander*, 669 So.2d at 42; *Attorney R.*, 649 So.2d at 824–25. Another set of criteria which this Court considers when determining sanctions for misconduct originates from the American Bar Association's guidelines, specifically Standard 3.0 which contemplates:

- (1) the duty violated;
- (2) the lawyer's mental state; and
- (3) the actual or potential injury resulting from the misconduct, and the existence of aggravating or mitigating factors.

Alexander, 669 So.2d at 42; L.S. v. Mississippi Bar, 649 So.2d 810, 815 (Miss.1994)

(quoting Mississippi Bar v. Attorney ST, 621 So.2d 229, 233 (Miss.1993)).

Mississippi Bar v. Pels, 708 So. 2d 1372, 1375 (Miss. 1998)

38. Likewise, here, the nature of the misconduct is not so egregious that it harmed the public nor any client, the need to deter the conduct could be made by a public

reprimand or lesser sanction by the honorable court, all dignity and reputation of respondent is at hand while she serves a needed population in the community, the public is and was protected at all times relevant to the formal complaint, respondent has provided the court with Pels and other similar cases decided by this honorable court, the duty violated was the supervision of a trusted office manager, but resulted in no actual harm, the Respondent's mental capacity at that time was challenging but since seeking help through the Mississippi Lawyers and Judges Assistance Program is better, and the actual or potential injury resulting for the misconduct is not found in the facts and circumstances of this case.

39. CONCLUSION

40. Mercy, that is what is needed in this case, along with the memory of how many hats must be worn daily for an attorney practicing law in Mississippi. Also, a position that no harm nor foulness ever occurred as a result of the inadvertent behavior of the office manager is needed in this case. Respondent Vanessa Jones did not write the checks from the IOLTA Account, instead, she can be seen trying to get help for the emotional distress, including death, of a love one, that shadowed her in her personal life and with here children. As a result, Respondent respectfully ask that the court considers the totality of all of the paragraphs above and dismiss the inadvertent mishaps by the then office manager and allow Respondent to have a public reprimand as the highest punishment or the to the least, no punishment at all because none of the acts proclaimed by the honorable Mississippi Bar. Furthermore, it appears that the

honorable Mississippi Bar is acting on behalf of High Rise Financial, and as such, the sections of the complaint addressed concerning it should be dismissed in favor of the Respondent and due to applicable Statutes of Limitations foreclosed the claims, and High Rise Financial never sought an arbitration with their customer, Candise Hill, nor sent Respondent any formal demand for any monies which is sitting in the account awaiting a decision for them to file arbitration, as their contract with respondent's client, Candise Hill states. ⁸

RESPECTFULLY SUBMITTED, this the 7th Day of March, 2025



/s/Abby Robinson MSB.105157
227 E. Pearl Street
Jackson, Mississippi 39201
Email: arobinsonlawfirm@yahoo.com
Ph. 601-321-9343

CERTIFICATE OF SERVICE

The said signer of this document do hereby certify that I have this date, March 7, 2025 sent a copy of the foregoing Response to the Formal Complaint via E-mail and a filed copy with the Clerk of the MS Supreme Court to the following:

/s/Abby Robinson MSB.105157

⁸ It is important to state that upon information and belief High Rise Financial knew at all times relevant to filing the frivolous bar complaint, that they were told by the Honorable Glen Waddell that there is a statute of limitation for such claims, but for some odd reason, the statute nor the arbitration agreement appears to be recoverable by High Rise Financial in this matter.

227 E. Pearl Street
Jackson, Mississippi 39201
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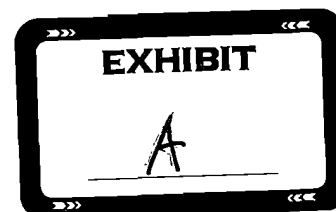
JEREMY L. BIRDSALL, MSB # 100284
THE OFFICE OF GENERAL COUNSEL
THE MISSISSIPPI BAR
P.O. Box 2168
Jackson, Mississippi 39225-2168
(601) 968-2491

AFFIDAVIT OF KENNETH JOHNSON

In the County of LUMBERLAND

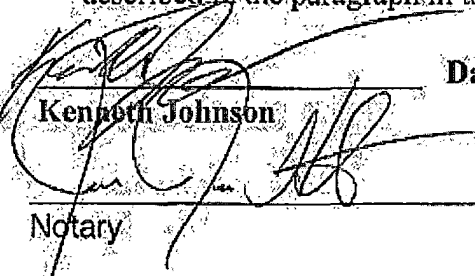
FAYETTEVILLE, NORTH CAROLINA 28306

1. My name is Kenneth Johnson, and I am making this affidavit upon my personal knowledge and to the best of my recollection.
2. I reside in Lumberland County, Fayetteville, NC 28306 and I am competent and have personal knowledge of the facts presented in this affidavit.
3. I swear that I was the Office Manager and the person responsible for signing Vanessa J. Jones name on the checks from the IOTLA Account during the year of 2018-2023 that is now the subject of review in the **formal complaint 2024-B-570**.
4. I further swear that attorney Vanessa Jones was not made aware of my check writing[s] from the IOTLA account in 2018-2023, until this complaint was brought to her attention. Further I swear that once made aware of my performance, attorney Vanessa J. Jones immediately sat down with me and read the language of the rule under M.R.P.C. 1.15 and 8.4, for which I take full responsibility.
5. I further swear that in or around this time period of 2018-2023 that attorney Vanessa J. Jones was going through the death of her husband and ex- thereof, along with two teenage children whom took the death of their Father in very deleterious way. Attorney Vanessa J. Jones took the courageous conduct of seeking even the Mississippi Bar for help during that time period.
6. I further swear that as the manager and decision maker in writing checks from the IOTLA account, I later told attorney Vanessa Jones that the account had been hacked, but at all times



cowling the funds without incident. No funds were not provided to the client in the timely manner.

7. I fully state, that I was told by attorney Vanessa J. Jones, when given the responsibility of office manager, that the Mississippi Bar suggest that checks written from the IOTLA account should be separate from other checks, however, I simply forgot with all the tragic things happening in attorney Vanessa J. Jones life at that time and while she was still attempting to do her level best to represent clients. As a result, I forgot that suggestion and take full responsibility, as the office manager, that I alone made the decision to pay out to clients and others from that account and without ever telling attorney Vanessa J. Jones.
8. I further swear that each and every client whom I received monies for settlements or deposit for services, were paid pursuantly to the office policy and immediately, once the bank made the funds available.
9. I also swear that no harm has been done to any party and I thought I was keeping the rule as described in the paragraph in tact.


Kenneth Johnson

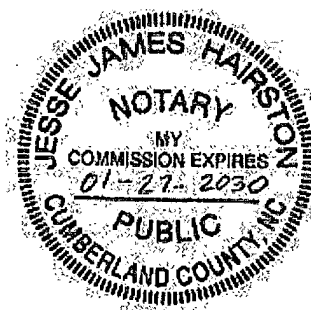
Date:

2/28/25

Notary

MY COMMISSION EXPIRES

01/27/2030



RETAINER AGREEMENT

Date: 24 MAY 18

I, the undersigned, do hereby employ and engaged The Jones Law Firm, located at 6088 U.S. Highway 49, Hattiesburg, MS 39403, to represent me in connection with any and all claims which I may have against any and all persons arising out of a/an Auto Accident which occurred on the 16th day of MAY, 2018.

For such professional services, I hereby agree to pay to The Jones Law Firm an amount based upon the gross amount which is recovered for me or on my behalf (which term shall include the fair market value of any property which may be recovered), in accordance with the following schedule:

THIRTY-THREE AND ONE THIRD PERCENT (33 1/3%) the minimum of any recovery claim made on client's behalf.

FORTY PERCENT (40%) if recovery is had prior to filing a lawsuit, cross-claim, or other legal proceedings.

FIFTY PERCENT (50%) after the filing of any such lawsuit, cross claim or other legal proceedings or after a full trial.

In the event of any appeal to an Appellate Court from the lower court, I do hereby agree to pay Vanessa J. Jones an additional amount according to the minimum fee schedule of the State Bar Association.

It is understood that any payment to Vanessa J. Jones for such service is entirely contingent upon Vanessa J. Jones making recovery for me or on my behalf of money or property.

Vanessa J. Jones, Attorney, is authorized to fully investigate any claims for which I am represented and should said attorney file suit or other legal proceedings on my behalf, the attorney is authorized to fully prepare and prosecute the same. If, after reasonable investigation of such claim(s), Vanessa J. Jones determines that it is not feasible to prosecute such claims, upon notification to me of such fact, then Vanessa J. Jones may withdraw from representation under this agreement. It is understood that I remain fully responsible for all court costs and other out-of-pocket expenses incurred by Vanessa J. Jones in the investigation and prosecution of my claim and that I will, from time to time, advance or reimburse Vanessa J. Jones for the same upon presentation of a Statement for Services Rendered by the law office, as is necessary.

It is understood and agreed that if subrogated claim(s) by third parties exist resulting from said accident, said attorney shall hold the same in trust and tender sums directly to said third parties from the settlement proceeds.

EXHIBIT

B

It is understood and agreed that neither party shall settle any claim arising out of the matter above stated which Vanessa J. Jones represents me for, without first having obtain consent thereto of the other party.

I further agree that from the proceeds of any such recovery, whether by settlement, judgment, or otherwise, Vanessa J. Jones may deduct the attorney's fees to which Vanessa J. Jones is entitled, and in no circumstances shall said fee be less than \$100.00, together with all costs and expenses which remain unpaid; and I further agree that my attorney may deduct the amount of all unpaid bills for doctors, hospitals and related items, making disbursements of funds directly to the doctor/hospital/etc., concerned.

I further agree that if I chose to terminate Vanessa J. Jones/The Jones Law Firm, I will do so by mailing a Certified Letter with a return receipt to Vanessa J. Jones/The Jones Law Firm stating such.

By signing below, I agree to the above mentioned terms of the agreement:

Candice Hill
Claimant Signature

CANDICE HILL
Claimant Printed Name

229 HWY 587, FOXWORTH, MS 39483
Claimant Address

601.522.0234

2949 HWY 35 SOUTH, FOXWORTH, MS 39483

ACCEPTED AND APPROVED on this, the 24 day of MAY, 2018.

[Signature]
Office Personnel



Office Information: 11110 Ohio Avenue, Suite 207
Los Angeles, CA 90025
Phone: (310) 876-8086
Email: info@highrisefinancial.com

Payment Address
PO Box 25638
Los Angeles, CA 90025

COVER PAGE

Date: June 14, 2018

Sent to: Candise Hill
2949 Highway 35 South
Foxworth, MS 39483
Date of Loss: 05/16/2018
DOB: 11/04/1976

Vanessa Jones Esq., Jones Law Firm PA
6088 U S Highway 49,
Hattiesburg, MS 39401-7340

From: High Rise Financial

Pages: 12 (including cover)

Re: Candise Hill Purchase Agreement

**PLEASE CALL YOUR CASE MANAGER AT (310) 876-8086, IF YOU
HAVE ANY QUESTIONS.**

CHECKLIST FOR Candise Hill

- ☐ Complete and sign the Consumer Disclosure- Page 2
- ☐ Complete and sign the Payment Instructions – Page 3
- ☐ Complete and sign the (Nonrecourse) Purchase Agreement – Page 4 and Page 10
- ☐ Initial AND Sign the Irrevocable Letter of Direction – Page 11

CHECKLIST FOR ATTORNEY Vanessa Jones, Esq

- ☐ Sign the Attorney Acknowledgment portion of the Irrevocable Letter of Direction and list the approximate amount of any related medical and statutory liens – Page 11

We greatly appreciate your assistance with the process. Once you receive your High Rise Financial cash funding, please notify us if you wish to receive any future funding.





Office Information: 11110 Ohio Avenue, Suite 207
 Los Angeles, CA 90025
 Phone: (310) 876-8086
 Email: info@highrisefinancial.com

Payment Address
 PO Box 25638
 Los Angeles, CA 90025

CONSUMER DISCLOSURE

Date: June 14, 2018
 Seller: Candise Hill

PLEASE CALL YOUR CASE MANAGER AT (310) 876-8086, IF YOU HAVE ANY QUESTIONS

What High Rise Financial will own from Candise Hill's Legal Claim:

Start Date	End Date	High Rise Financial Ownership Amount
06/18/2018 to	12/18/2018	\$3,000.00
12/19/2018 to	06/18/2019	\$3,598.00
06/19/2019 to	09/18/2019	\$4,500.00
09/19/2019 to	12/18/2019	\$5,000.00
12/19/2019 to	06/18/2020	\$5,500.00
06/19/2020 to	12/18/2020	\$6,500.00
12/19/2020 to	06/18/2021	\$7,000.00

Additional Fees:

- (1) Payment Delivery Fee: \$0-\$149. See page 3 for exact amount.
- (2) Application and/or underwriting fees: \$200 (10% of Purchase Price to Seller)

IF SELLER (Candise Hill) COMPLIES WITH THE NONRECOURSE PURCHASE AGREEMENT AND RECOVERS NOTHING FROM THE APPLICABLE LEGAL CLAIM(S), THEN PURCHASER SHALL RECEIVE NOTHING.

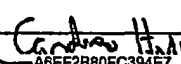
Price paid by **HIGH RISE FINANCIAL** to Candise Hill to purchase the contingent right to a portion of the Proceeds from the Legal Claim(s): \$2,000.00

I, Candise Hill, by my signature below confirm that I have read and understand this Consumer Disclosure before reading and signing the Purchase Agreement.

DocuSigned by:

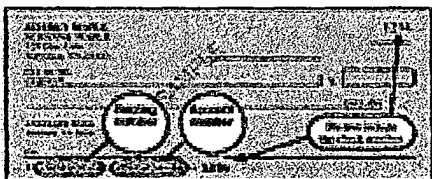
June 14, 2018

DATE


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 Candise Hill

PAYMENT INSTRUCTIONS

Purchase Price to Seller: \$2,000.00. *Payment delivery fee below (if applicable), will NOT be subtracted from Purchase Price.*

Select One	Delivery Option	How Soon?	Details	Information Needed										
☐ Option 1	Check via Overnight Delivery	1 Day	A Check sent by Overnight Delivery service for delivery by the next business day. Fee: \$99.00. (Weekends and holidays not included).	Street Address Apt / Unit # City State Zip										
☐ Option 2	Check via U.S. First Class Mail	5-10 Days	A Check sent U.S. First Class Mail with Delivery Confirmation Fee: Free	Street Address Apt / Unit # City State Zip										
☐ Option 3	Pick up from our office	By Appointment Only	Must make appointment – drop ins are not allowed. (310) 876-8086 or email info@highrisefinancial.com . Fee: Free	11110 Ohio Avenue, Suite #207 Los Angeles, CA, 90025.										
☒ Option 4	Direct Deposit to bank account.	Same Day	We must receive the signed documents by 12:00 p.m. PST on the funding day. Fee: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: left;">Purchase Price to Seller</td> <td style="text-align: left;">Handling Fee</td> </tr> <tr> <td>\$0 - \$750.00</td> <td>\$87</td> </tr> <tr> <td>\$751.00 - \$1,251.00</td> <td>\$99</td> </tr> <tr> <td>\$1,251.00 - \$2,000.00</td> <td>\$129</td> </tr> <tr> <td>\$2,001.00 - \$10,000.00+</td> <td>\$149</td> </tr> </table>  *Note: This standing order document does not replace the original documents and is not a check.	Purchase Price to Seller	Handling Fee	\$0 - \$750.00	\$87	\$751.00 - \$1,251.00	\$99	\$1,251.00 - \$2,000.00	\$129	\$2,001.00 - \$10,000.00+	\$149	Zellco Credit Union Bank Name of Bank 2654773812 Routing Number 2654773812 Account Number Candise Hill Full Name on the Account (must match exactly)
Purchase Price to Seller	Handling Fee													
\$0 - \$750.00	\$87													
\$751.00 - \$1,251.00	\$99													
\$1,251.00 - \$2,000.00	\$129													
\$2,001.00 - \$10,000.00+	\$149													

By signing below, I, Candise Hill, hereby agree to the terms of the above Payment Instructions and understand that I am responsible for the information that I have provided on this form, and that High Rise Financial is not responsible for any problem in delivery or transfer of funds, so long as it follows the instructions provided by Candise Hill. I also agree to the use of the above statements at the discretion of High Rise Financial.

Signed by: Candise Hill DATE: June 14, 2018
 Candise Hill A8EF2B80FC394E7



Office information:

11110 Ohio Avenue, Suite 207
Los Angeles, CA 90025
Phone: (888) 301-5144
Email: info@highrisefinancial.com

Payment Address
PO Box 25638
Los Angeles, CA 90025

NOTICE OF PURCHASE

Vanessa Jones
Jones Law Firm PA
6088 U S Highway 49, Hattiesburg, Mississippi 39401-7340

RE: OUR CLIENT: Candise Hill

Dear Vanessa Jones, Esq,

High Rise Financial has entered into a Purchase Agreement (attached) with your client Candise Hill.

High Rise Financial has purchased a right in a portion of the potential Proceeds from the Legal Claim(s) of Candise Hill.

PLEASE BE ADVISED THAT YOU MAY NOT DISBURSE ANY OF THE PROCEEDS UNTIL THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT (PLUS ANY APPLICABLE FEES DUE AT DELIVERY) HAS BEEN SATISFIED.

HIGH RISE FINANCIAL OWNERSHIP AMOUNT

Start Date		End Date	High Rise Financial Ownership Amount
06/18/2018	to	12/18/2018	\$3,000.00
12/19/2018	to	06/18/2019	\$3,598.00
06/19/2019	to	09/18/2019	\$4,500.00
09/19/2019	to	12/18/2019	\$5,000.00
12/19/2019	to	06/18/2020	\$5,500.00
06/19/2020	to	12/18/2020	\$6,500.00
12/19/2020	to	06/18/2021	\$7,000.00

Additional Fees:

- (1) Payment Delivery Fee: \$0-\$149. See page 3 for exact amount.
- (2) Application and/or underwriting fees: \$200 (10% of Purchase Price to Seller)

Please call (310) 876-8086 or email to info@highrisefinancial.com to receive more information about the High Rise Financial Ownership Amount.

NONRECOURSE PURCHASE AGREEMENT

THIS NONRECOURSE PURCHASE AGREEMENT (the "Purchase Agreement") is made and entered by and between High Rise Financial LLC ("Purchaser"), at 11110 Ohio Avenue, Suite 207, Los Angeles, CA 90025, and Candise Hill (Seller), (collectively "the Parties")

Purchaser: **High Rise Financial**

Seller: **Candise Hill**

Purchase Price: **\$2,000.00**

Start Date		End Date	High Rise Financial Ownership Amount
06/18/2018	to	12/18/2018	\$3,000.00
12/19/2018	to	06/18/2019	\$3,598.00
06/19/2019	to	09/18/2019	\$4,500.00
09/19/2019	to	12/18/2019	\$5,000.00
12/19/2019	to	06/18/2020	\$5,500.00
06/19/2020	to	12/18/2020	\$6,500.00
12/19/2020	to	06/18/2021	\$7,000.00

Additional Fees:

(1) Payment Delivery Fee: \$0-\$149. See page 3 for exact amount.

(2) Application and/or underwriting fees: \$200 (10% of Purchase Price to Seller)

SELLER (CANDISE HILL) EXPLICITLY AFFIRMS THAT THE LEGAL CLAIM(S) REFERENCED HEREIN WAS BROUGHT IN GOOD FAITH, PREDATES THIS PURCHASE AGREEMENT, AND THAT NO PART OF THE PURCHASE PRICE WILL BE USED TO SUPPORT, DIRECT OR MAINTAIN THE LEGAL CLAIM(S) OR ITS PROSECUTION.

IF SELLER (CANDISE HILL) COMPLIES WITH THIS PURCHASE AGREEMENT AND RECOVERS NOTHING FROM THE LEGAL CLAIM(S) CITED BELOW, THEN PURCHASER (HIGH RISE FINANCIAL) SHALL RECEIVE NOTHING. SELLER (CANDISE HILL) IS NOT ENTITLED TO RECEIVE ANY PROCEEDS UNTIL PURCHASER (HIGH RISE FINANCIAL) HAS RECEIVED THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT.

Seller's Signature — DocuSigned by:

Date

June 14, 2018

Candise Hill

A8EF2B80FC394E7...

SECTION 1. DEFINITIONS

1.1 “Seller” means Candise Hill

1.2 “Seller’s Attorney” means Vanessa Jones, Jones Law Firm PA, who is Seller’s attorney(s) in respect of the Legal Claim(s) described below and any substitute, new or additional attorney representing Seller in the Legal Claim(s).

1.3 “Purchaser” means High Rise Financial LLC , a Delaware limited liability company

1.4 “Legal Claim(s)” means (a) the pending legal action(s) and/or lawsuit(s) to obtain money or property in which Seller is engaged as a result of injuries and/or damages arising out of a personal injury or other claim(s); (b) all applicable proceedings, proceedings on appeal or remand, enforcement, ancillary, parallel, or alternative dispute resolution proceedings and processes arising out of or relating to such case; (c) any other proceedings founded on the underlying facts giving rise to such case in which Seller is a party and (d) any arrangements made with Seller with another party to such case which resolves any of the Seller’s claims against such party.

1.5 “Purchase Price” means the amount paid by Purchaser to Seller as consideration for this Purchase Agreement. The Purchase Price amount in this transaction is \$2,000.00.

1.6 “Proceeds” means all property or things of value payable on account of the Legal Claim(s) including without limitation, negotiable instruments, contract rights, annuities and securities whether obtained by judgment, settlement, arbitration, award or otherwise. Without limitation of the foregoing, “Proceeds” shall include a reasonable estimate of the monetary value of all non-cash benefits receivable by Seller on account of the Legal Claim. Without limitation of the foregoing, “Proceeds” shall include a reasonable estimate of the monetary value of all non-cash benefits receivable by Seller on account of the Legal Claim.

1.7 “High Rise Financial Ownership Amount” is the amount Purchaser is to be paid out of the Proceeds of the Legal Claim(s). The High Rise Financial Ownership Amount shall be determined as of the date funds are received by High Rise Financial as indicated by the schedule above.

1.8 “Purchased Right” means the contingent right to receive a portion of the Proceeds equal to the High Rise Financial Ownership Amount on the further terms and conditions provided in this Purchase Agreement. To the extent permitted by law applicable to this transaction, Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller Seller’s entire right and title in a portion of the Proceeds equal to the High Rise Financials Ownership Amount. In full satisfaction for the Purchased Right and in consideration for its sale to Purchaser, Purchaser shall pay to Seller the Purchase Price.

SECTION 2. SELLER’S AND PURCHASER’S MUTUAL ACKNOWLEDGEMENTS

Seller and Purchaser acknowledge the following:

2.1 Nonrecourse; Contingent Right; Risk of Loss. Delivery of the High Rise Financial Ownership Amount is contingent upon recovery from the Legal Claim(s). If a final resolution or settlement of the Legal Claim(s) does not result in the recovery of Proceeds, Seller shall have no obligation to Purchaser and Purchaser shall receive NOTHING. Seller shall provide Purchaser with evidence of such final resolution. The Parties intend this transaction to be, and agree that this transaction is, a purchase and sale and not a loan. The likelihood of recovering Proceeds from the Legal Claim(s) is uncertain both as to time and amount. This transaction involves a substantial economic risk and a bona fide risk of loss to Purchaser. Purchaser and Seller acknowledge that the Purchased Right may be worthless and the High Rise Financial Ownership Amount has been negotiated to account for such risk.

2.2 No Control Over Claim(s). The Parties agree that Purchaser will have no control, influence or involvement in the prosecution or settlement of the Legal Claim(s), nor will the Purchaser be involved in the decisions of Seller and Seller’s attorney relating to the Legal Claim.

2.3 Purchase and Sale. Seller sells and transfers the Purchased Right to the Purchaser. Seller shall treat and report the sale and purchase of the Purchased Right as a sale transaction and not as a loan for any and all purposes. In all instances, Seller shall cause the Purchased Right to be described as an asset of Purchaser. See also Section 3.5.

2.4 No Attorney-Client Relationship; No Obligations with Respect to Legal Claim(s). Purchaser is not engaged in the practice of law and is not serving as Seller’s attorney and does not assume or have any responsibility or obligation of any kind whatsoever to Seller or Seller’s Attorney in connection with the Legal Claim(s).

2.5 Decisions Regarding Legal Claim(s). Purchaser and Seller acknowledge and agree that Purchaser shall have no right to and will not make any decisions with respect to the conduct of the Legal Claim(s) or any settlement or resolution thereof and that the right to make such decisions remains solely with Seller and Seller’s Attorney.

SECTION 3. SELLER’S ACKNOWLEDGEMENTS AND AGREEMENTS

Seller acknowledges and agrees as follows:

4.2 Timing of Delivery. Seller shall direct Seller's Attorney to tender the full High Rise Financial Ownership Amount to High Rise Financial from the Proceeds of the Legal Claim(s) within 10 days of Seller's Attorney's receipt of the Proceeds. Seller shall prohibit Seller's Attorney from disbursing the High Rise Financial Ownership Amount to Seller, any other individuals, or other entities without first satisfying the Purchased Right. Seller agrees not to have the High Rise Financial Ownership amount paid to Seller. Purchaser reserves the right to assess collection costs as applicable by law if the High Rise Financial Ownership Amount remains unsatisfied more than 10 days after receipt of Proceeds by Seller's Attorney. If any dispute arises over the amount owed to High Rise Financial,

Seller agrees to direct that Seller's Attorney pay High Rise Financial LLC the non-disputed amount owed by me and retain only the amount in dispute in his/her client trust account until the dispute is resolved by arbitration.

SECTION 5. EVENT OF BREACH; SPECIFIC BREACH; SELLER'S RIGHT OF RESCISSION

5.1 Event of Breach. The breach by Seller of any of Seller's obligations under this Purchase Agreement shall constitute an "Event of Breach" hereunder. In an Event of Breach, Purchaser shall have all rights, powers, and remedies provided in this Purchase Agreement and as allowed by law or in equity, including, but not necessarily limited to, reimbursement of any and all legal costs and attorney fees incurred in enforcing Purchaser's rights, powers, and remedies under this Purchase Agreement. Additionally, Purchaser reserves the right to obtain a judgment against Seller, use a collection agency and use all other means allowed under the law and equity to enforce Purchaser's rights, powers, and remedies under this Purchase Agreement.

5.2 Creation of Trust. Should the High Rise Financial Ownership Amount be sent to Seller, Seller is appointed as Purchaser's trustee with respect to the High Rise Financial Ownership Amount, the corpus of the trust. Should the High Rise Financial Ownership Amount be paid to Seller, Seller, as the grantor and trustee, expressly intends that a trust be created and acknowledges and accepts that a trust is created. Seller agrees to hold the High Rise Financial Ownership Amount in trust for Purchaser and send such amounts to Purchaser, the beneficiary of the trust, within ten days of receipt of Proceeds.

5.3 Receipt of Funds. If Seller does not receive the Purchase Price, Seller shall notify Purchaser in writing within FIVE (5) days of Purchaser's receipt of the fully executed Purchase Agreement. After FIVE (5) days, Seller is presumed to have received the Purchase Price, and the Purchase Agreement is deemed to be in full force and effect.

5.4 SELLER, RIGHT OF RESCISSION:

MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE (5) DAYS FROM THE DATE Candise Hill RECEIVES THE PURCHASE PRICE FROM PURCHASER. TO CANCEL THIS AGREEMENT, Candise Hill MUST EITHER:

- (a) RETURN THE FULL AMOUNT OF THE PURCHASE PRICE TO PURCHASER BY DELIVERING THE UNCASHED CHECK TO PURCHASER IN PERSON WITHIN FIVE (5) DAYS; OR**
- (b) MAIL NOTICE OF CANCELLATION ALONG WITH THE FULL AMOUNT OF THE PURCHASE PRICE (EITHER BY RETURN OF PURCHASER'S UNCASHED CHECK, REGISTERED OR CERTIFIED CHECK, OR MONEY ORDER) BY INSURED, REGISTERED, OR CERTIFIED U.S. MAIL, POSTMARKED ON OR WITHIN FIVE (5) DAYS OF RECEIVING THE PURCHASE PRICE, TO PURCHASER'S ADDRESS AS SET FORTH IN SECTION 6.2 BELOW.**

SECTION 6. MISCELLANEOUS

6.1 Survival of Representations. All of the representations, warranties, covenants and agreements of the Parties hereto contained in this Purchase Agreement or contained in any document furnished or to be furnished hereunder shall survive the date of this Purchase Agreement.

6.2 Notices. All notices and other communications given or made pursuant to this Purchase Agreement shall be in writing. All such notices or communications shall be deemed to have been given or made if delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested) or delivered by reputable overnight courier to the Parties at the following addresses:

If to Purchaser: High Rise Financial, PO Box 25638, Los Angeles, CA, 90025

If to Seller: to the address set forth on the first page of this Purchase Agreement, or at such other addresses as either of the Parties hereto shall have specified in writing to the other.

6.3 Release to Contact Third Parties. It may be necessary to disclose information to third parties. Seller explicitly and irrevocably authorizes Purchaser to disclose any information to third parties as it deems appropriate to the extent permitted by law and also as referenced in the High Rise Financial Privacy Policy, a copy of which is provided with this Purchase Agreement. Seller releases Purchaser from any and all liability as a result of the release of any information.

6.4 Waiver. Any waiver by any party of its rights under this Purchase Agreement shall be in writing and signed by the party waiving such rights. The failure of either party to enforce, at any time, any of the provisions of this Purchase Agreement or any of the rights set forth in this Purchase Agreement, shall in no way be considered a waiver of such provisions, rights, or subsequent breaches thereof.

6.5 DISPUTE RESOLUTION AND MANDATORY ARBITRATION. CHOICE OF LAW. PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS

THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS WIDE BASIS IN ANY ACTION OR PROCEEDING INSTITUTED WITH RESPECT TO THIS AGREEMENT. THE PARTIES AGREE THAT THE ISSUE OF ARBITRABILITY SHALL BE DECIDED BY THE ARBITRATOR AND NOT BY ANY OTHER PERSON. THAT IS, THE QUESTION OF WHETHER A DISPUTE ITSELF IS SUBJECT TO ARBITRATION SHALL BE DECIDED SOLELY BY THE ARBITRATOR AND NOT, FOR EXAMPLE, BY ANY COURT. IN SO DOING, THE INTENT OF THE PARTIES IS TO DIVEST ANY AND ALL COURTS OF JURISDICTION IN DISPUTES INVOLVING THE PARTIES, EXCEPT FOR THE CONFIRMATION OF THE AWARD AND ENFORCEMENT. THE FEDERAL ARBITRATION ACT ("FAA") APPLIES TO THIS AGREEMENT AND ARBITRATION PROVISION. WE EACH AGREE THAT THE FAA'S PROVISIONS—NOT STATE LAW—GOVERN ALL QUESTIONS OF WHETHER A DISPUTE IS SUBJECT TO ARBITRATION.

ANY DISPUTE OR DISAGREEMENT BETWEEN THESE PARTIES ARISING UNDER THIS AGREEMENT OR OTHERWISE OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, THOSE SOUNDING IN CONSTITUTIONAL, STATUTORY, OR COMMON LAW THEORIES AS TO THE PERFORMANCE OF ANY OBLIGATIONS, THE SATISFACTION OF ANY RIGHTS, AND/OR THE ENFORCEABILITY HEREOF, SHALL BE RESOLVED THROUGH DEMAND BY ANY PARTY AND/OR INTERESTED PARTY TO ARBITRATE THE DISPUTE VIA ONLINE ARBITRATION AND SHALL SUBMIT THE SAME TO ARBITRATION RESOLUTION SERVICES, INC. PURSUANT TO THE RULES SET FORTH AND AVAILABLE AT WWW.ARBRESOLUTIONS.COM. IF THE FIRST ARBITRATION ORGANIZATION, WHICH RECEIVES A WRITTEN DEMAND FOR ARBITRATION OF THE DISPUTE FROM ANY PARTY AND/OR INTERESTED PARTY, DOES NOT COMPLETE THE ARBITRATION TO FINALITY WITHIN TWELVE (12) MONTHS OF THE WRITTEN DEMAND, ANY PARTY AND/OR INTERESTED PARTY THEN MAY FILE A WRITTEN DEMAND FOR ARBITRATION OF THE DISPUTE WITH ANOTHER NEUTRAL ARBITRATION ASSOCIATION, WITH THE PRIOR ARBITRATION ASSOCIATION THEN BEING IMMEDIATELY DIVESTED OF JURISDICTION, SUBJECT TO A DECISION BEING RENDERED BY THE REPLACEMENT ARBITRATION ASSOCIATION WITHIN FOUR MONTHS OF THE WRITTEN DEMAND BEING FILED WITH THE REPLACEMENT ARBITRATION GROUP. THE ARBITRATION DECISION SHALL BE FINAL AND BINDING IN ALL RESPECTS AND SHALL BE NON-APPEALABLE.

ANY PERSON MAY HAVE A COURT OF COMPETENT JURISDICTION CONFIRM THE ARBITRATION AWARD AS A JUDGMENT OF SUCH COURT AND ENTER INTO ITS RECORD THE FINDINGS OF SUCH ARBITRATORS FOR ALL PURPOSES, INCLUDING FOR THE ENFORCEMENT OF THE AWARD. THE PREVAILING PARTY IN ANY DISPUTE SHALL BE ENTITLED TO ALL REASONABLE ATTORNEYS' FEES AND COSTS, EXPENSES AND DISBURSEMENTS WITH RESPECT TO SUCH DISPUTE.

PURCHASER AND SELLER MUTUALLY ACKNOWLEDGE THAT, BY SECTION 6.5 OF THIS PURCHASE AGREEMENT TO ARBITRATE, EACH PARTY IRREVOCABLY WAIVES ITS RIGHTS TO COURT OR JURY TRIAL. SELLER HAS THE RIGHT TO CONSULT SEPARATE LEGAL COUNSEL AT ANY TIME AS TO ANY MATTER, INCLUDING WHETHER TO ENTER INTO THIS PURCHASE AGREEMENT AND CONSENT TO THE FOREGOING AGREEMENT TO ARBITRATE. ANY ARBITRATION HEREUNDER, AND ALL SUBMISSIONS, TESTIMONY, TRANSCRIPTS, EVIDENCE, ETC. RELATED TO SUCH ARBITRATION, SHALL BE KEPT CONFIDENTIAL BY ALL PARTIES.

(a) Arbitration of Individual Claims Only. All Claims covered by this Agreement must be submitted on an individual basis. No claims may be arbitrated on a class or collective basis. Both Purchaser and Seller expressly waive any right with respect to any covered Claims to submit, initiate, or participate in a representative capacity, or as a plaintiff, claimant or member in a class action, collective action or other representative or joint action, regardless of whether the action is filed in arbitration or in court, to the fullest extent permitted by applicable law.

BY SIGNING THIS AGREEMENT, PURCHASER AND SELLER AGREE THAT EACH MAY BRING AND PURSUE CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES, AND MAY NOT BRING, PURSUE, OR ACT AS A PLAINTIFF OR CLASS MEMBER, IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING.

EXCEPT TO THE EXTENT THIS PROVISION IS UNENFORCEABLE AS A MATTER OF LAW, THE PARTIES FURTHER AGREE THAT NEITHER PARTY MAY BRING, PURSUE, OR ACT AS A PLAINTIFF OR REPRESENTATIVE IN ANY PURPORTED REPRESENTATIVE PROCEEDING OR ACTION, OR OTHERWISE PARTICIPATE IN ANY SUCH REPRESENTATIVE PROCEEDING OR ACTION OTHER THAN ON AN INDIVIDUAL BASIS.

(b) Process for Opting Out. Seller understands that it has thirty (30) calendar days after signing this Purchase Agreement to opt out of arbitration (the "Deadline"). Opting out means that Seller does not want to be bound by Section 6.5 of this Purchase Agreement and does not want to arbitrate any claims the Parties may have against each other under this Purchase Agreement. If Seller opts out by the Deadline, neither Seller or Purchaser will be bound by Section 6.5 of this Agreement. To opt out, Seller must send to Purchaser a written notice, via a form of registered or trackable mail, that says: "[SELLER] opts out of the Section 6.5 Arbitration provision" (or words to that effect), and that Seller signs (print and signature) and dates the writing ("Written Notice"). Seller must send the Written Notice to the attention of the Purchaser at the following address: High Rise Financial, PO Box 25638, Los Angeles,

CA, 90025, and it must be postmarked by the Deadline. If Seller does not opt out by the Deadline, Seller understands that it will be bound by Section 6.5 of this Purchase Agreement.

Unless Seller affirmatively opts out as set forth above, the Parties understand and agree that arbitration is the only forum for resolving the Claims and that the Parties are both waiving the right to a trial before a judge or jury in federal or state court, and the right to pursue class, collective or representative proceedings in court in favor of arbitration on an individual basis. In no event will Claims be joined with any excluded claims and litigated in court unless both parties agree in writing.

6.6 Governing Law and Forum. The Parties agree that this Purchase Agreement will be governed by the laws of California without regard to its conflict rules. The foregoing arbitration provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Subject in all cases to the arbitration provision set forth in Section 6.5, the Parties agree that (i) with regard to the courts, exclusive jurisdiction and exclusive venue for any dispute between the Purchaser and Seller shall lie solely with the federal and/or state courts of Los Angeles County, California as specified for an arbitration pursuant to Section 6.5 hereof and (ii) consents to service of process pursuant to the applicable California state statutes and federal rules.

6.7 Counterparts; Electronic and Facsimile Signatures. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same Purchase Agreement. This Purchase Agreement shall be deemed to have been executed in Los Angeles, CA and shall only be in full force and effect upon the signing hereof by a duly authorized representative of Purchaser. Information, records, and signatures (electronic or facsimile) shall not be denied legal effect, validity, or enforceability solely on the grounds that they are in electronic and/or facsimile form. Where a rule of law requires information be "written" or "in writing", or provides for certain consequences if it is not, the Parties agree that an electronic and/or facsimile record shall satisfy that rule of law. Where a rule of law requires a signature, or provides for certain consequences if a document is not signed, the parties agree that an electronic and/or facsimile signature shall satisfy that rule of law.

6.8 Assignment; Use of Information. Purchaser's rights and obligations under this Purchase Agreement may be assigned in its sole discretion without the consent of or notice to Seller. Seller's rights and obligations under this Purchase Agreement may not be assigned or transferred without the written consent of Purchaser, except for transfer by intestacy due to Seller's death in which case Seller's heirs, estate executors and personal representatives will be bound by this Purchase Agreement. Seller agrees that Purchaser may share information that Purchaser obtained about Seller (whether from Seller) or other person or entity) with potential assignees to whom Purchaser may assign its rights and obligations under this Purchase Agreement, provided that: (i) such information is reasonably necessary to allow a potential assignee to make an informed decision whether to take assignment from Purchaser; and (ii) Purchaser enters into an appropriate confidentiality agreement with any such potential assignee.

6.9 No Third Party Beneficiaries; Successors and Assigns. Subject to the provisions of Section 6.8 this Purchase Agreement is solely for the benefit of Purchaser and Seller; and (b) this Purchase Agreement shall be binding upon and inure to the benefit of the Parties' successors, heirs, estates, executors, personal representatives and permitted assigns.

6.10 Severability. If any provision of this Purchase Agreement or the application of any such provision to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Purchase Agreement, or the application of such provision to such party or circumstances other than those to which it is so determined to be invalid or unenforceable, shall not be affected, and each provision of this Purchase Agreement shall be enforced to the fullest extent permitted by law. If any such court of competent jurisdiction declares that any term or provision of this Purchase Agreement is invalid or unenforceable, the Parties hereto agree that such court shall have the power to modify the scope of such term or provision, to delete specific words or phrases, and to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable, and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Purchase Agreement shall be enforceable as so modified.

IRREVOCABLE LETTER OF DIRECTION

Vanessa Jones, Esq
 Jones Law Firm PA
 6088 U S Highway 49,
 Hattiesburg, MS 39401-7340

Dear Vanessa Jones, Esq.

I have sold a contingent right to receive a portion of the Proceeds of my Legal Claim(s) equal to the High Rise Financial Ownership Amount (see the attached 'Notice of Purchase') to High Rise Financial ("High Rise Financial"). I hereby irrevocably direct my current attorney or any subsequent attorney or law firms that may represent me ("Seller's Attorney"), to tender the full High Rise Financial Ownership Amount to High Rise Financial pursuant to the Purchase Agreement from any and all of the Proceeds due to me from the Legal Claim(s) in which you represent me. I understand that by making this irrevocable direction, I can at no future time withdraw or revoke this letter of direction. PLEASE BE ADVISED THAT UNDER NO CIRCUMSTANCES MAY YOU, SELLER'S ATTORNEY, DISBURSE THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT TO ME, ANY OTHER INDIVIDUALS, OR OTHER ENTITIES WITHOUT FIRST SATISFYING HIGH RISE FINANCIALS' OWNERSHIP AMOUNT. If a check is sent in my name, I hereby grant you the authority to endorse my check into your trust account and pay to High Rise Financial its Ownership Amount. I certify that I do not have any outstanding past due child support obligations. This letter shall be binding on any subsequent attorney that may be hired to prosecute my legal claim.

Seller's Initials:

CH

I have read the Nonrecourse Purchase Agreement and fully understand my obligations to High Rise Financial. I instruct you, Seller's Attorney, to provide High Rise Financial with periodic information on my case and brief case statuses at no cost to High Rise Financial, and in the event that you no longer represent me I instruct you to provide High Rise Financial with any insurance, new attorney or other information requested. This letter may be executed in counterparts electronically, and/or by facsimile, each of which shall be deemed an original and all of which shall together constitute a single agreement. By signing the acknowledgement below, you agree that this letter is from me and that you will comply with the terms of this Irrevocable Letter of Direction.

Sincerely, DocuSigned by:

June 14, 2018


 A8EF2B80FC394E7...
 Candise Hill-Seller

ATTORNEY ACKNOWLEDGMENT

- I, Vanessa Jones, Esq. , acknowledge receipt of Candise Hill's Irrevocable Letter of Direction, the Nonrecourse Purchase Agreement, and the Notice of Purchase from High Rise Financial LLC, a Delaware limited liability company..
- My fee agreement is on a contingency basis and there are liens and/or letters of protection (exclusive of attorney's fees and costs) against the case of approximately _____, and I will deliver the High Rise Financial Ownership Amount subordinate to attorney fees, costs and related medical liens as per instructions above.
- I agree that any Proceeds from the Legal Claim(s) will be sent to me directly and not directly to the claimant (Seller); I agree that all disbursements of proceeds will be made through my attorney trust account.
- I have not, and will not accept any advice, direction, or payment from High Rise Financial regarding the Legal Claim(s).
- I certify to High Rise Financial that I have received the terms and conditions of the Non-Recourse Purchase Agreement, including all costs and fees.
- I acknowledge that all disputes arising out of this transaction involving me and my law firm will be resolved via arbitration with Arbitration Resolution Services based on their rules at www.arbresolutions.com per the Non-Recourse Purchase Agreement and the Irrevocable Letter of Direction. The prevailing party will be entitled to all legal fees and costs.
- To the best of my knowledge, the above client has NOT received any previous cash fundings on his/her Legal Claim(s), except for the Purchase Agreement(s) with High Rise Financial, unless it was already stated during the initial underwriting process.
- I will not participate in or acknowledge any future cash funding(s) for the above client without first resolving the High Rise Financial Ownership Amount.
- I agree and acknowledge that upon request, I will inform High Rise Financial whether Candise Hill's case is still pending. I will provide other nonprivileged information to High Rise Financial and if Candise Hill's case settles, I will request a payoff and inform High Rise Financial that the matter has settled.
- I will contact High Rise Financial when the Legal Claim(s) has been resolved.
- I acknowledge that High Rise Financial has relied upon this letter and acknowledgement in funding this transaction and agreeing to High Rise Financial's ownership amount (see the attached 'Notice of Purchase' which is on the next page)

DocuSigned by:
 Attorney Signature: Vanessa J. Jones June 18, 2018
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DocuSigned by:
 High Rise Financial, LLC Signature: Mark Brooklin June 14, 2018
 28CD6E755CD344F...

Vanessa Jones; Jones Law Firm PA

6.11 LEGAL REPRESENTATION. SELLER UNDERSTANDS AND ACKNOWLEDGES THAT: (A) PURCHASER HAS RECOMMENDED THAT SELLER ENGAGE AN ATTORNEY IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS PURCHASE AGREEMENT; AND (B) SELLER HAS BEEN REPRESENTED BY OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY AN ATTORNEY OF SELLER'S CHOOSING IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS PURCHASE AGREEMENT.

6.12 Construction. The Parties intend that this Purchase Agreement be deemed to have been prepared by all of the Parties and that each party has had the opportunity to negotiate each term of the agreement prior to execution, and that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law with respect to the construction of this Purchase Agreement.

6.13 Other Miscellaneous. Once the case has been resolved, Seller agrees not to instruct his/her attorney to not pay Purchaser the High Rise Financial Ownership Amount.

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT COMPLETELY. BEFORE YOU SIGN THIS AGREEMENT, YOU SHOULD OBTAIN THE ADVICE OF YOUR ATTORNEY

I, Seller, Candise Hill, certify that I have read and agree to the statements above and the entire Purchase Agreement consisting of seven (7) pages. I have had the opportunity to negotiate each term prior to execution of this Purchase Agreement, and I agree to be bound by the terms and conditions of this Purchase Agreement. This Purchase Agreement shall not be effective until the Purchase Price is paid to Seller.

Seller's Signature

Date

June 14, 2018


A6EF2B80FC394E7...
Candise Hill

Purchaser's Signature

Date

June 14, 2018


26CD8E755CD344F...
High Rise Financial, LLC

IRREVOCABLE LETTER OF DIRECTION

Vanessa Jones, Esq
 Jones Law Firm PA
 6088 U S Highway 49,
 Hattiesburg, MS 39401-7340

Dear Vanessa Jones, Esq.

I have sold a contingent right to receive a portion of the Proceeds of my Legal Claim(s) equal to the High Rise Financial Ownership Amount (see the attached 'Notice of Purchase') to High Rise Financial ("High Rise Financial"). I hereby irrevocably direct my current attorney or any subsequent attorney or law firms that may represent me ("Seller's Attorney"), to tender the full High Rise Financial Ownership Amount to High Rise Financial pursuant to the Purchase Agreement from any and all of the Proceeds due to me from the Legal Claim(s) in which you represent me. I understand that by making this irrevocable direction, I can at no future time withdraw or revoke this letter of direction. PLEASE BE ADVISED THAT UNDER NO CIRCUMSTANCES MAY YOU, SELLER'S ATTORNEY, DISBURSE THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT TO ME, ANY OTHER INDIVIDUALS, OR OTHER ENTITIES WITHOUT FIRST SATISFYING HIGH RISE FINANCIALS' OWNERSHIP AMOUNT. If a check is sent in my name, I hereby grant you the authority to endorse my check into your trust account and pay to High Rise Financial its Ownership Amount. I certify that I do not have any outstanding past due child support obligations. This letter shall be binding on any subsequent attorney that may be hired to prosecute my legal claim.

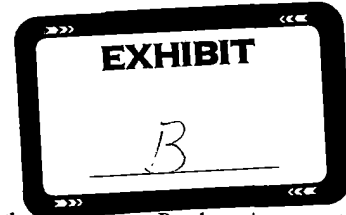
Seller's Initials:

DS
 CH

I have read the Nonrecourse Purchase Agreement and fully understand my obligations to High Rise Financial. I instruct you, Seller's Attorney, to provide High Rise Financial with periodic information on my case and brief case statuses at no cost to High Rise Financial, and in the event that you no longer represent me I instruct you to provide High Rise Financial with any insurance, new attorney or other information requested. This letter may be executed in counterparts electronically, and/or by facsimile, each of which shall be deemed an original and all of which shall together constitute a single agreement. By signing the acknowledgement below, you agree that this letter is from me and that you will comply with the terms of this Irrevocable Letter of Direction.

Sincerely, DocuSigned by:

June 14, 2018



Candise Hill-Seller

ATTORNEY ACKNOWLEDGMENT

- I, Vanessa Jones, Esq., acknowledge receipt of Candise Hill's Irrevocable Letter of Direction, the Nonrecourse Purchase Agreement, and the Notice of Purchase from High Rise Financial LLC, a Delaware limited liability company..
- My fee agreement is on a contingency basis and there are liens and/or letters of protection (exclusive of attorney's fees and costs) against the case of approximately _____, and I will deliver the High Rise Financial Ownership Amount subordinate to attorney fees, costs and related medical liens as per instructions above.
- I agree that any Proceeds from the Legal Claim(s) will be sent to me directly and not directly to the claimant (Seller); I agree that all disbursements of proceeds will be made through my attorney trust account.
- I have not, and will not accept any advice, direction, or payment from High Rise Financial regarding the Legal Claim(s).
- I certify to High Rise Financial that I have received the terms and conditions of the Non-Recourse Purchase Agreement, including all costs and fees.
- I acknowledge that all disputes arising out of this transaction involving me and my law firm will be resolved via arbitration with Arbitration Resolution Services based on their rules at www.arbresolutions.com per the Non-Recourse Purchase Agreement and the Irrevocable Letter of Direction. The prevailing party will be entitled to all legal fees and costs.
- To the best of my knowledge, the above client has **NOT** received any previous cash fundings on his/her Legal Claim(s), except for the Purchase Agreement(s) with High Rise Financial, unless it was already stated during the initial underwriting process.
- I will not participate in or acknowledge any future cash funding(s) for the above client without first resolving the High Rise Financial Ownership Amount.
- I agree and acknowledge that upon request, I will inform High Rise Financial whether Candise Hill's case is still pending. I will provide other nonprivileged information to High Rise Financial and if Candise Hill's case settles, I will request a payoff and inform High Rise Financial that the matter has settled.
- I will contact High Rise Financial when the Legal Claim(s) has been resolved.
- I acknowledge that High Rise Financial has relied upon this letter and acknowledgement in funding this transaction and agreeing to High Rise Financial's ownership amount (see the attached 'Notice of Purchase' which is on the next page)

DocuSigned by:

Attorney Signature: Vanessa J. Jones June 18, 2018

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DocuSigned by:

High Rise Financial, LLC Signature: Mark Brookim June 14, 2018

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Vanessa Jones; Jones Law Firm PA



THE MISSISSIPPI BAR

March 15, 2021

Mr. Mike Mackie
High Rise Financial
P. O. Box 25638
Los Angeles, CA 90025

Post Office Box 2168
Jackson, Mississippi 39225-2168
Telephone (601) 948-4471
Fax (601) 355-8635
E-Mail info@msbar.org
Website www.msbar.org

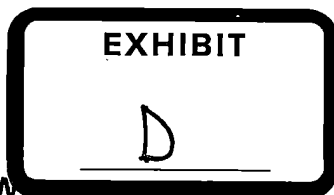
Dear Mr. Mackie:

Your Request for Assistance has been received and carefully reviewed. You will find enclosed a complaint form with instructions on the back of the form. If you wish to file a complaint, it will be necessary for you to complete the enclosed original complaint form. Please list only one attorney per form and print or type. Please read the instructions on the back of the form carefully before completing the complaint. On Part Two of the complaint, it is necessary for you to answer either "yes" or "no" and provide all of the information requested. (See back of complaint form.) YOU MUST SEND IN THE ORIGINAL FORM! DO NOT USE THE FORM TO SEND IN ADDITIONAL INFORMATION ON A COMPLAINT THAT IS ALREADY FILED WITH GENERAL COUNSEL!

On Part Five, you must sign on the line above "your signature." If your complaint is not properly signed and all sections properly completed, it cannot be acted upon and will be returned to you. If you have already sent copies of any documents related to this matter and you would like to have those copies attached to your complaint, please note on the form the file number of the Consumer Assistance Program file listed below and those documents will be forwarded to the General Counsel's Office.

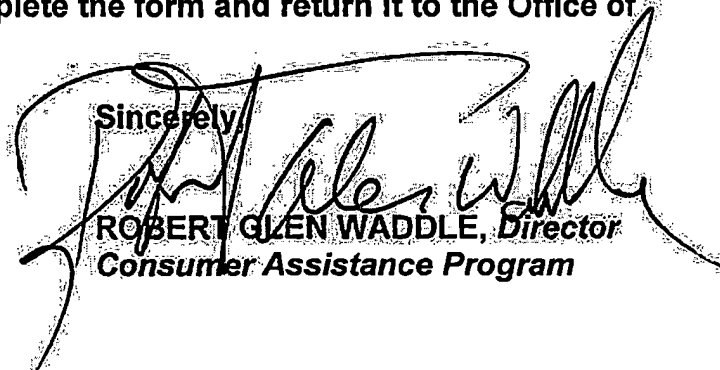
INEFFECTIVE ASSISTANCE OF COUNSEL CLAIMS ARE NOT REVIEWED!

- Please remember that there is a 3 year time limit to file bar complaints with the Office of General Counsel, however, the Consumer Assistance Program will only keep this particular file open for 30 days from the date of this letter. If you need help to understand the instructions, you can call (601) 948-4471. Please properly complete the form and return it to the Office of General Counsel.



RGW

cc: Marquis Rose, Esq.
Vanessa Jones, Esq.

Sincerely,

ROBERT GLEN WADDLE, Director
Consumer Assistance Program

**YOUR DOCUMENTS ARE LOCATED IN FILE NO. 21-109
OF THE CONSUMER ASSISTANCE PROGRAM FILES**

Glen Waddle

From: mmackie@highrisefinancial.com
Sent: Friday, March 12, 2021 2:23 PM
To: Glen Waddle
Subject: RE: Attorney Complaints

21-109
3-15-21

Thank you for speaking with me, I appreciate the call.

Our mailing address is:

If regular mail:

High Rise Financial
PO Box 25638
Los Angeles, CA 90025

If Fedex/UPS/Overnight delivery:

High Rise Financial
11110 Ohio Avenue, Suite 207
Los Angeles, CA 90025

Thank you for assisting me with filing these complaints!

Respectfully,

Mike Mackie

Lien Management, High Rise Financial

mmackie@highrisefinancial.com

310-876-8086 ext. 31

www.HighRiseFinancial.com

From: mmackie@highrisefinancial.com

Sent: Friday, March 12, 2021 12:06 PM

To: gwaddle@msbar.org

Subject: Attorney Complaints

Hello,

Kindly see attached, these documents were mailed separately via USPS in Dec 2020 and we have not heard a response from your office yet.

I am sending the documents via email to move forward on the assumption that the documents have not been received.

Thank you for your attention to each of the matters; when should we expect to hear back from you regarding these matters? Thank you.

Respectfully,

Mike Mackie

Lien Management, High Rise Financial

mmackie@highrisefinancial.com

310-876-8086 ext. 31

www.HighRiseFinancial.com

Confidentiality Notice: This message and its attachments may contain confidential, proprietary, and/or trade secret information that is protected from disclosure. You are expressly prohibited from using, printing, copying, forwarding, or saving this information without the sender's prior written consent. If you are not the intended recipient, please delete the message and attachments without using, printing, copying, forwarding or saving them, and notify the sender immediately.

Glen Waddle

From: mmackie@highrisefinancial.com
Sent: Friday, March 12, 2021 2:06 PM
To: Glen Waddle
Subject: Attorney Complaints
Attachments: Shemeka Cavett - StateBarLetterandContract.pdf; Candise Hill - StateBarLetterandContract.pdf; Kristie Smith - StateBarLetterandContract.pdf

Hello,

Kindly see attached, these documents were mailed separately via USPS in Dec 2020 and we have not heard a response from your office yet.

I am sending the documents via email to move forward on the assumption that the documents have not been received.

Thank you for your attention to each of the matters; when should we expect to hear back from you regarding these matters? Thank you.

Respectfully,
Mike Mackie
Lien Management, High Rise Financial
mmackie@highrisefinancial.com
310-876-8086 ext. 31
www.HighRiseFinancial.com

Confidentiality Notice: This message and its attachments may contain confidential, proprietary, and/or trade secret information that is protected from disclosure. You are expressly prohibited from using, printing, copying, forwarding, or saving this information without the sender's prior written consent. If you are not the intended recipient, please delete the message and attachments without using, printing, copying, forwarding or saving them, and notify the sender immediately.

High Rise Financial LLC provided money to Plaintiff Candise Hill because she did not have sufficient money for their ordinary living expenses. This was a non-recourse funding meaning if their case did not settle Plaintiff keeps all the money. Attorney Vanessa Jones represents the Plaintiff and besides the Plaintiff signing a contract for the funding, a material and very important part of the funding was the Attorney Vanessa Jones signing a contract with specific instructions and the Attorney potentially breached Trust Account Violations by disbursing monies from its Trust Account when it had notice of a valid Third Party Lien from High Rise Financial. Please see attached what the attorney signed along with the Plaintiff which discusses how monies from the settlement if there is one shall be disbursed and for the attorney to give basic updates, etc. The contract signed by the plaintiff is 12 pages, but for your convenience we are putting page 11 which is the page the attorney is responsible for as well, on the top. In addition, as you can see, we highlighted certain sections.

Without the attorney signing this document, High Rise Financial would never have funded monies to Plaintiff, which the amount owed is \$6,829.00.

Upon information and belief, the case for Plaintiff settled, attorney received money in their Trust Account and attorney may have violated the State of MS Trust Account Rules and Regulations, Rule 1.15 of the Mississippi Rules of Professional Conduct. Attorney had notice of a Third Party Lien of those settlement funds and as an officer of the Court has a duty to honor their agreement which they signed and State Bar Rules by turning over the funds to High Rise Financial after attorney pays his or herself their legal fee. Whatever money is left over shall go to the Plaintiff of course.

At a minimum, attorney could have put the money in the Court registry since they had knowledge of a Third-Party Lien of those settlement Funds and let a Judge decide.

Attorney has failed or refused to respond to High Rise after repeated attempts and High Rise has attempted to contact the Plaintiff in which they have not responded either which we believe upon information and belief is in part because Attorney advised them not to respond. Lastly, we do not want this attorney to do this to other third-party valid lien holders which include numerous other industries that help people, such as medical providers.

We appreciate your time on this matter and for any questions, we can be reached at 310-876-8086 ext. 31 or via email at mmackie@highrisefinancial.com or via mail at PO Box 25638 Los Angeles, CA 90025

IRREVOCABLE LETTER OF DIRECTION

Vanessa Jones, Esq.
Jones Law Firm PA
6088 U S Highway 49,
Hattiesburg, MS 39401-7340

Dear Vanessa Jones, Esq.

I have sold a contingent right to receive a portion of the Proceeds of my Legal Claim(s) equal to the High Rise Financial Ownership Amount (see the attached 'Notice of Purchase') to High Rise Financial ('High Rise Financial'). I hereby irrevocably direct my current attorney or any subsequent attorney or law firms that may represent me ('Seller's Attorney'), to tender the full High Rise Financial Ownership Amount to High Rise Financial pursuant to the Purchase Agreement from any and all of the Proceeds due to me from the Legal Claim(s) in which you represent me. I understand that by making this irrevocable direction, I can at no future time withdraw or revoke this letter of direction. ~~PLEASE BE ADVISED THAT UNDER NO CIRCUMSTANCES MAY YOU, SELLER'S ATTORNEY, DISBURSE THE HIGH RISE FINANCIAL OWNERSHIP AMOUNT TO ME, ANY OTHER INDIVIDUALS, OR OTHER ENTITIES WITHOUT FIRST SATISFYING HIGH RISE FINANCIALS' OWNERSHIP AMOUNT.~~ If a check is sent in my name, I hereby grant you the authority to endorse my check into your trust account and pay to High Rise Financial its Ownership Amount. I certify that I do not have any outstanding past due child support obligations. This letter shall be binding on any subsequent attorney that may be hired to prosecute my legal claim.

Seller's Initials:

CH

I have read the Nonrecourse Purchase Agreement and fully understand my obligations to High Rise Financial. I instruct you, Seller's Attorney, to provide High Rise Financial with periodic information on my case and brief case statuses at no cost to High Rise Financial, and in the event that you no longer represent me I instruct you to provide High Rise Financial with any insurance, new attorney or other information requested. This letter may be executed in counterparts electronically, and/or by facsimile, each of which shall be deemed an original and all of which shall together constitute a single agreement. By signing the acknowledgement below, you agree that this letter is from me and that you will comply with the terms of this Irrevocable Letter of Direction.

Sincerely, DocuSigned by:

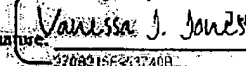

Candice Hill-Seller

June 14, 2018

ATTORNEY ACKNOWLEDGEMENT

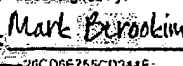
- I, Vanessa Jones, Esq., acknowledge receipt of Candice Hill's Irrevocable Letter of Direction, the Nonrecourse Purchase Agreement, and the Notice of Purchase from High Rise Financial LLC, a Delaware limited liability company.
- My fee agreement is on a contingency basis and there are liens and/or letters of protection (exclusive of attorney's fees and costs) against the case of approximately _____, and I will deliver the High Rise Financial Ownership Amount subordinate to attorney fees, costs and related medical liens as per instructions above.
- I agree that any Proceeds from the Legal Claim(s) will be sent to me directly and not directly to the claimant (Seller). I agree that all disbursements of proceeds will be made through my attorney trust account.
- I have not, and will not accept any advice, direction, or payment from High Rise Financial regarding the Legal Claim(s).
- I certify to High Rise Financial that I have received the terms and conditions of the Non-Recourse Purchase Agreement, including all costs and fees.
- I acknowledge that all disputes arising out of this transaction involving me and my law firm will be resolved via arbitration with Arbitration Resolution Services based on their rules at www.arbresolutions.com per the Non-Recourse Purchase Agreement and the Irrevocable Letter of Direction. The prevailing party will be entitled to all legal fees and costs.
- To the best of my knowledge, the above client has NOT received any previous cash fundings on his/her Legal Claim(s), except for the Purchase Agreement(s) with High Rise Financial, unless it was already stated during the initial underwriting process.
- I will not participate in or acknowledge any future cash funding(s) for the above client without first resolving the High Rise Financial Ownership Amount.
- I agree and acknowledge that upon request, I will inform High Rise Financial whether Candice Hill's case is still pending. I will provide other nonprivileged information to High Rise Financial and if Candice Hill's case settles, I will request a payoff and inform High Rise Financial that the matter has settled.
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- I acknowledge that High Rise Financial has relied upon this letter and acknowledgement in funding this transaction and agreeing to High Rise Financial's ownership amount (see the attached 'Notice of Purchase' which is on the next page)

DocuSigned by:

Attorney Signature  June 18, 2018
2768215F933740B1

High Rise Financial, LLC Signature

DocuSigned by:

 June 14, 2018
26CD6E755CD344F..

Vanessa Jones; Jones Law Firm PA

EXHIBIT

E

IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)

THE MISSISSIPPI BAR

FILED

COMPLAINANT

V.

MAY 05 2025

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

ORDER GRANTING THE MISSISSIPPI BAR'S MOTION TO COMPEL

THIS MATTER COMES BEFORE THE COURT on a Motion to Compel filed by the Complainant, the Mississippi Bar ("the Bar"). The undersigned Presiding Judge of the Complaint Tribunal, having reviewed the motion as well as the response and supplemental documents, finds that the Motion should be granted as follows:

1. Respondent's objections in her Answers to the Bar's First Set of Interrogatories and Responses to the Bar's First Set of Requests for Production are overruled.
2. Respondent shall supplement her Answer to the Bar's **Interrogatory No. 2** and list all individuals likely to have personal knowledge concerning the settlement of Candise Hill's personal injury claim. This list of individuals shall include their name, address, telephone numbers, and places of employment.
3. Respondent shall supplement her Answer to the Bar's **Interrogatory No. 9** and identify the number of occasions before September 1, 2018, where one of her clients entered into an agreement with a company whereby her client received money in exchange for the company receiving a contingent right to a portion of the proceeds from the client's claim. That is, Respondent's supplemental interrogatory answer shall identify how many times before September 1, 2018, where one of her clients, like Ms. Candise Hill, entered into a lawsuit settlement loan agreement or lawsuit cash advance agreement with a company such as High Rise Financial, LLC.

4. Respondent shall supplement her Answer to the Bar's **Interrogatory No. 10** and identify the names of each and every lawsuit settlement loan company and/or lawsuit cash advance company (e.g., High Rise Financial, LLC) with which she has communicated because her client had an agreement with such company.

5. Respondent shall supplement her Answer to the Bar's **Interrogatory No. 11** and identify each and every bank account she or her law firm used as a lawyer trust account from May 1, 2018, through the present. This supplemental interrogatory answer shall include the name and address of each bank and each account number.

6. Respondent shall supplement her Answer to the Bar's **Interrogatory No. 12** and identify each and every bank account she or her law firm used as a lawyer operating account from May 1, 2018, through the present. This supplemental interrogatory answer shall include the name and address of each bank and each account number.

7. Respondent shall supplement her Answer to the Bar's **Interrogatory No. 13** and specifically identify all presently known mitigating factor(s) that she intends to present to the Complaint Tribunal at the trial of the matter. Respondent may later supplement her Answer to **Interrogatory No. 13** in accordance with the Mississippi Rules of Civil Procedure.

8. Respondent shall supplement her Response to the Bar's **Request for Production No. 8** and produce all correspondence, texts, emails, and/or letters she had with representatives of High Rise Financial, LLC concerning or relating to Candise Hill's claim. If Respondent does not have any such records in her possession, custody, or control, then the supplemental Response shall so state.

9. Respondent shall supplement her Response to the Bar's **Request for Production No. 10** and produce all records concerning her trust account(s) for the period of May 1, 2018,

through the present. This supplemental document production shall include all bank records, general ledgers, client ledgers, and accounting records that reflect efforts Respondent employed to separate and record ownership of funds she held in trust. If Respondent does not have such trust account records in her possession, custody, or control for the period of May 1, 2018, through the present, then the supplemental Response shall identify the dates for which she has no such records.

10. Respondent shall supplement her Response to the Bar's **Request for Production No. 11** and produce copies of all records concerning her law firm operating account(s) for the period of May 1, 2018, through the present. If Respondent does not have operating account records in her possession, custody, or control for the period of May 1, 2018, through the present, then the supplemental Response shall identify the dates for which she has no such records.

11. Respondent shall supplement her Response to the Bar's **Request for Production No. 12** and produce all correspondence, texts, emails, and/or letters she had with Candise Hill concerning the settlement of her claim. If Respondent does not have any such records in her possession, custody, or control, then the supplemental Response shall so state.

12. Respondent shall supplement her Response to the Bar's **Request for Production No. 13** and produce all correspondence, texts, emails, and/or letters she had with Candise Hill concerning High Rise Financial, LLC. If Respondent does not have any such records in her possession, custody, or control, then the supplemental Response shall so state.

ACCORDINGLY, IT IS SO ORDERED that the Bar's request is GRANTED. The Respondent shall supplement her responses to the Bar's discovery requests within ten (10) days from the date of this Order – May 16, 2025. The undersigned notes that Respondent's responses were insufficient and not well founded in law or in fact. Should Respondent fail to comply with

this Order, a Show Cause will be issued and sanctions will be considered in line with Rule 37(d) of the Mississippi Rules of Civil Procedure.

SO ORDERED AND ADJUDGED, this the 5 day of May, 2025.

A handwritten signature in black ink, appearing to read 'E. Faye Peterson', written over a horizontal line.

**PRESIDING JUDGE OF THE COMPLAINT TRIBUNAL
HONORABLE E. FAYE PETERSON**

IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)

THE MISSISSIPPI BAR

FILED

COMPLAINANT

V.

JUN 12 2025

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

ORDER

THIS MATTER comes before the Complaint Tribunal on a Motion for Order to Show Cause filed by the Complainant, the Mississippi Bar (“the Bar”). The undersigned Presiding Judge of the Complaint Tribunal, having reviewed the motion as well as the response and supplemental documents and heard arguments on June 12, 2025, finds as follows:

The Bar has limited the scope of the Show Cause hearing to Interrogatories 11 and 12 and Requests for Production 10 and 11; both of which seek information to identify the Respondent’s trust accounts and operating accounts, and the records from those accounts from May 2018 to September 2024. The Court finds that the Respondent did not clearly and precisely respond to the Interrogatories nor the Requests for Production. The Court has advised counsel that her responses and reliance on prior submissions were non-responsive to the Bar’s discovery requests. *See* M.R.C.P. 37(a)(3).

The Respondent shall within seven (7) calendar days of the entry of this Order (Thursday, June 19, 2025) submit to the Bar any and all items that address Interrogatories 11 and 12 and Requests for Production 10 and 11, as previously instructed. Simultaneously, the Respondent shall file a notice in the record with the Clerk of the Supreme Court, which details the items submitted without including accounting number(s) or other sensitive information.

Further, should the Bar seek a subpoena for the accounting records not provided by Jones and additional undisclosed records are obtained, the Respondent shall bear the cost of the subpoena, records production, and fees associated with obtaining those records.

SO ORDERED AND ADJUDGED, this the 12 day of June, 2025.

A handwritten signature in black ink, appearing to read 'E. Faye Peterson', written over a horizontal line.

**PRESIDING JUDGE OF THE COMPLAINT TRIBUNAL
HONORABLE E. FAYE PETERSON**

IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)

THE MISSISSIPPI BAR

FILED

COMPLAINANT

V.

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

JUN 12 2025

RESPONDENT

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

ORDER DENYING SECOND MOTION TO DISMISS

THIS MATTER comes before the Complaint Tribunal, this day, on the Second Motion to Dismiss filed by the Respondent, Vanessa Jones. Previously, an Order was entered by the undersigned Presiding Judge of the Complaint Tribunal, denying her first Motion to Dismiss. The Respondent filed an interlocutory appeal with the same constitutional and due process arguments, which was rejected by the Supreme Court. Now, having reviewed the Second Motion to Dismiss and having heard arguments of counsel on June 12, 2025, the undersigned Presiding Judge finds that the Second Motion to Dismiss is an attempt to have the Court reconsider a prior motion to dismiss and the rejected interlocutory appeal. Although not styled as a Rule 60(b) motion, it has the same form. The Respondent presents the same due process arguments and facts, the same as stated before in her first motion and petition for interlocutory appeal. The Court finds that the Second Motion to Dismiss does not raise any new issues of law or fact that were not considered in the first motion; that there has been no intervening new law that would change the prior ruling; and that there is no manifest injustice from the first ruling.

IT IS SO ORDERED that the Respondent's Second Motion to Dismiss is DENIED.

SO ORDERED AND ADJUDGED, this the 12 day of June, 2025.



**PRESIDING JUDGE OF THE COMPLAINT TRIBUNAL
HONORABLE E. FAYE PETERSON**

IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)

THE MISSISSIPPI BAR

FILED

COMPLAINANT

V.

JUL 15 2025

CAUSE NO.: 2024-B- 00570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

**ORDER DENYING EMERGENCY MOTION TO RECUSE
AND
ORDER DENYING EMERGENCY MOTION TO STAY**

THIS MATTER COMES BEFORE THE COMPLAINT TRIBUNAL on Respondent's Emergency Motion to Recuse and Respondent's Emergency Motion to Stay. The undersigned Presiding Judge of the Complaint Tribunal, having reviewed the emergency requests as well as the record in this matter, finds that both motions are not well-taken and should be denied.

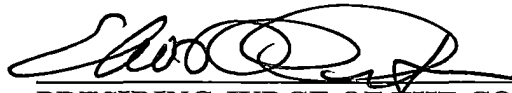
First, the Emergency Motion to Recuse is untimely. The undersigned Presiding Judge has entered a number of orders in this case beginning September of 2024, and counsel did not take issue with the Presiding Judge until she received unfavorable rulings following the recent hearing on the Bar's Motion for Show Cause. UCRCCC R. 1.15; *see Yarborough for Estate of Scott v. Singing River Health Systems*, 367 So. 3d 1001 (Miss. Ct. App. 2023). Second, the motion itself is meritless and fails to set forth a reasonable ground to question the undersigned's impartiality or to excuse Respondent's untimely request. *Id.*

Again, it was not until the most recent ruling that counsel for Respondent attempted to manufacture a fictitious and unsubstantiated cause that would require recusal, and these actions by Respondent further suspicions of stall tactics, which appear to be efforts to avoid production of discoverable materials and frustrate compliance with prior Orders. *See Yarborough for Estate of*

Scott v. Singing River Health Systems, 367 So. 3d 1001 (Miss. Ct. App. 2023); *see Buchanan v. Buchanan*, 587 So. 2d 892, 897 (Miss. 1991)¹; *see also* M.R.C.P. 37(a)(3).

For these procedural and substantive failures, the Respondent's Emergency Motion to Recuse must be and is hereby DENIED. Furthermore, Respondent's Emergency Motion to Stay that is based on the Motion to Recuse, is, also, DENIED.

SO ORDERED AND ADJUDGED, this the 15 day of July, 2025.



**PRESIDING JUDGE OF THE COMPLAINT TRIBUNAL
HONORABLE E. FAYE PETERSON**

¹ In both *Yarborough for Estate of Scott* and *Buchanan*, the appellate courts acknowledge the Supreme Court's review of recusal matters, beginning with timing and diligence. Both aforementioned cases note that recusal requests are unacceptable if it is filed only after an unfavorable ruling. Further, if the movant fails to meet the time requirement, the motion may be waived.

FILED

AUG 20 2025

**IN THE SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)**

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

THE MISSISSIPPI BAR

COMPLAINANT

V.

CAUSE NO.: 2024-B-00570

VANESSA J. JONES

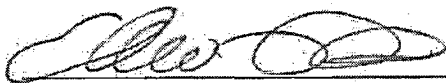
RESPONDENT

AMENDED SCHEDULING ORDER

Pursuant to Rule 8 of the Rules of Discipline for the Mississippi State Bar, the schedule for discovery, motion hearings and rulings, and trial and adjudication is hereby set as follows:

1. All discovery shall be completed by October 30, 2025.
2. All motions, both dispositive and non-dispositive, shall be filed no later than November 28, 2025.
3. A trial on the merits of the instant cause shall be held on the 21st day of January, 2026, at 9:30 a.m./p.m. to be located at Hinds County Courthouse, Courtroom 2.
4. A final adjudication shall be entered no later than thirty (30) days after completion of the trial.

BY ORDER OF THIS TRIBUNAL, this the 20 day of August, 2025.



JUDGE E. FAYE PETERSON
Presiding Judge for the Tribunal

**SUPREME COURT OF MISSISSIPPI
(BEFORE A COMPLAINT TRIBUNAL)**

THE MISSISSIPPI BAR

FILED

COMPLAINANT

v.

DEC 09 2025

CAUSE NO. 2024-B-570

VANESSA J. JONES

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

RESPONDENT

DEFAULT JUDGMENT

THIS MATTER came before the Complaint Tribunal on the Motion for Default Judgment Pursuant to Rule 37(d) of the Mississippi Bar (“the Bar”) against Vanessa J. Jones (“Ms. Jones”). The Complaint Tribunal finds the Bar’s Motion is well taken and should be granted as follows:

The Bar filed a Formal Complaint against Mississippi attorney Ms. Jones on May 10, 2024 alleging she failed to properly manage her trust account. Ms. Jones was personally served with the Formal Complaint on June 6, 2024, and filed her Answer on March 7, 2025.

The Bar propounded discovery including Interrogatories and Requests for Production of Documents on June 13, 2024. When Ms. Jones failed to adequately respond to the Bar’s discovery, the Bar sent a good faith letter on March 26, 2025, to Ms. Jones stating the deficiencies and requesting discovery responses be supplemented. When the supplementation was still deficient, the Bar filed a Motion to Compel Discovery Responses on April 14, 2025. The Tribunal entered an Order on May 5, 2025, directing Ms. Jones to supplement her responses to the Bar’s Interrogatories and

Requests for Production of Documents on or before May 16, 2025. When Ms. Jones failed to comply with the Tribunal's Order, the Bar filed a Motion to Show Cause on May 27, 2025. After conducting a hearing on June 12, 2025 with Ms. Jones and her counsel, the Tribunal entered an Order granting the Bar's motion and directing Ms. Jones to provide the Bar with the information requested by June 19, 2025. Ms. Jones has failed to provide any supplemental response to the Bar's discovery requests; and on November 25, 2025, the Bar filed a Motion for Default Judgment Pursuant to Rule 37(d).

The Tribunal finds the Bar's Motion for Default Judgment Pursuant to Rule 37(d) should be granted. The Formal Complaint alleges Ms. Jones violated Rules 1.15(a) and (b), 3.2, 3.3(a), 3.4(c), 5.5(a), and 8.4(a) of the Mississippi Rules of Professional Conduct. The Bar requested Ms. Jones be suspended for six (6) months in the Formal Complaint.

The Tribunal also finds the Bar's costs and expenses should be assessed against Ms. Jones. The Bar incurred costs and expenses of \$355.00.

JUDGMENT

THEREFORE, THE COMPLAINT TRIBUNAL FINDS that VANESSA J. JONES should be and is hereby SUSPENDED from the practice of law in the State of Mississippi for a period of six (6) months effective ten (10) days from the date this Judgment is entered.

Pursuant to Rule 8.6 of the Rules of Discipline for the Mississippi State Bar, the Clerk of the Mississippi Supreme Court shall immediately forward an attested copy of this Default Judgment to the judges of the Circuit, Chancery, and County Courts of Forrest County, Mississippi, with instructions to the senior judges of each of these courts to include a copy in the minutes of each respective Court.

Additionally, The Clerk of the Supreme Court shall forward copies of the Default Judgment to each member of the Complaint Tribunal; to counsel for all parties; to the Executive Director of the Mississippi Bar; to the Clerks of the United States Bankruptcy Courts for the Northern and Southern Districts of Mississippi; to the Clerks of the United States District Courts for the Northern and Southern Districts of Mississippi; to the Clerk of the United States Court of Appeals for the Fifth Circuit; and to the Clerk of the United States Supreme Court

The Complaint Tribunal hereby enjoins Ms. Jones from practicing law in the State of Mississippi; from holding herself out as an attorney at law; from performing any legal services for others; from directly or indirectly accepting any fee for legal services; from appearing in any representative capacity in any legal proceeding or Court of the State of Mississippi; from holding herself out to others or using her name, in any manner, with the phrases “attorney at law,” “attorney,” “counselor at law,” “counsel,” or “lawyer.”

Ms. Jones shall notify each of her clients in writing of her suspension, inform each client of her consequent inability to act as an attorney, and advise each client to

promptly substitute another attorney or seek legal advice elsewhere. At the request of any client, Ms. Jones shall promptly return all files, papers, money, or other property in her possession belonging to her clients.

The Complaint Tribunal further orders Ms. Jones to file an affidavit with the Supreme Court of Mississippi stating that she has notified in writing all clients of her suspension and her consequent inability to act as an attorney. The affidavit shall further state that she returned all files, papers, money, or other property in her possession belonging to clients requesting the same consistent with this Default Judgment. In the event she was unable to notify such clients or return their files, papers, money, or other property, she shall state that due diligence was used to do so. Ms. Jones shall submit such affidavit within thirty (30) days of the date of this Default Judgment and send a copy of the affidavit to The Mississippi Bar. The submission of this affidavit is a condition precedent to Ms. Jones being reinstated to the practice of law.

Ms. Jones shall notify all courts, agencies, and adverse parties (or their respective attorneys) in any proceeding in which she is involved of her suspension and of her consequent inability to act as an attorney. Ms. Jones shall submit an affidavit to that effect with the Clerk of the Supreme Court of Mississippi within thirty (30) days of the date of this Default Judgment and send a copy of such affidavit to The Mississippi Bar. The submission of this affidavit is a condition precedent to Ms. Jones being reinstated to the practice of law.

The Complaint Tribunal orders Ms. Jones to reimburse the Bar the costs and expenses incurred in the investigation of the informal complaint and the prosecution of the Formal Complaint in the amount of \$355.00 within thirty (30) days of entry of this order. Payment of the Bar's costs and expenses is a condition precedent to Ms. Jones's reinstatement to the practice of law.

When this Default Judgment is filed with the Clerk it shall become a matter of public record, and the contents of Cause No. 2024-B-00570 shall likewise in all respects be a public record.

This Default Judgment shall remain in full force and effect until further Order of the Supreme Court of Mississippi.

The violation of any term of this Default Judgment may be considered as contempt of this Tribunal.

Each member of the Tribunal concurs in this Opinion and Judgment.

Dated this 9 day of December, 2025.

A handwritten signature in black ink, appearing to read 'Eleanor J. Peterson', written over a horizontal line.

Judge Eleanor J. Peterson
Presiding Judge of the Tribunal